

PVDNET LICENSE, IMPLEMENTATION AND MAINTENANCE AGREEMENT

THIS SOFTWARE LICENSE, IMPLEMENTATION AND MAINTENANCE AGREEMENT is made this 1st day of December, 2006 by and between PVDNet, LLC, an Indiana company, with a principal place of business at 11367 W. 275 N., Thorntown, Indiana, 46071 ("Licensor") and the City of Indianapolis, a lawfully existing governmental entity and its affiliated entities, offices and divisions (hereinafter collectively referred to as "Customer"), with offices located at City County Building, 200 East Washington Street, Indianapolis, Indiana 46204 (each individually referred to as "Party" and collectively referred to as "Parties").

Background

Licensor has developed and owns certain proprietary software products specifically for state, municipal and county governments, including, without limitation, the PVD system and property management software for county and state governments. Customer desires to obtain a limited, personal, non-exclusive, non-transferable, non-assignable license to use such software and Licensor desires to implement, license and maintain such software for Customer's benefit on the terms and conditions set forth herein.

PVDNet, LLC is an Indiana Limited Liability Company which is wholly owned by its two (2) members, Belcan Engineering Group, Inc ("Belcan") and Goodnight Group, LLC. Belcan is an Ohio corporation which owns a 50% membership interest in PVDNet, LLC. Goodnight Group, LLC is an Indiana Limited Liability Company which owns a 50% membership interest in PVDNet, LLC.

IN CONSIDERATION of the foregoing and the mutual covenants set forth herein, and intending to be legally bound, the parties agree as follows:

1. Definitions

The following words shall have the following meanings when used in this Agreement:

1.1. "Affiliate(s)" shall mean those agencies or divisions which are initially listed on Appendix A, attached hereto, which may be amended from time to time with the prior written consent of an authorized executive officer of Licensor.

1.2. "Bypass" or "Work Around" shall mean a procedure by which a user can avoid a reported problem by changes to the procedures followed or data supplied by the user when using the Software or a temporary Fix supplied by Licensor.

1.3. "Critical Error(s)" shall mean a malfunction or failure of the Software which impacts Customer's ability to provide service and which cannot be temporarily eliminated through the use of a "Bypass" or "Work Around."

1.4. "Enhancement(s)" shall mean any improvement to or change in the Software that alters the original functional characteristics provided to Customer which is incorporated within a Generic Release.

1.5. "Error(s) or Bug(s) or Defect (s)" shall mean a malfunction or failure of the Software to work in concert with Customer's hardware to conform to the Response Time as set forth in the Project Documents, conform to the user documentation and operating manuals furnished by Licensor and Licensor's specifications, which failure impacts operational performance, functional performance or licensability. Error also shall include a computer malfunction, in which a computer cannot follow its instructions, or in which recorded data cannot be retrieved correctly.

1.6. "Fix(es)" shall mean corrections or Bypasses of Errors in order for the Software to continue performing functionally in the manner for which it was acquired.

1.7. "Generic Releases" shall mean all Software which includes any enhancement or group of enhancements purchased by Customer.

1.8. "License(s)" shall mean any personal, non-exclusive, non-transferable, non-assignable license or licenses for Customer's internal use only granted by Licensor to Customer to use the Software or Software Products under this Agreement.

1.9. "Object Code" shall mean the binary machine readable version of the Software.

1.10 "Response Time" shall mean the elapsed time between the point Customer transmits data to the computer and the time user receives the response from the computer.

1.11. "Site" shall mean a Customer's computer facility located in one specific geographic location.

1.12. "Software" shall mean the object code version of all programs, data, routines, etc., known as PVDNet with Customer's specified enhancements as identified in Appendix B, and future Generic Releases.

1.13. "Software Acceptance Plan" shall mean that plan set forth in Appendix C, attached hereto, as may be amended from time to time.

1.14. "Software Maintenance" shall mean the work done by Licensor to correct Errors and to provide Fixes, Upgrades and Enhancements to the Software.

1.15. "Software Products" shall mean all physical components, other than Software, which are offered by Licensor, including but not limited to, documentation, magnetic media, job aids, templates and other similar devices.

1.16. "Source Code" shall mean those statements in a computer language, which when processed by a compiler, assembler or interpreter become executable by a computer.

1.17. "Support Services" shall mean the work done by Licensor in support of its Software and Software Products, including but not limited to, Generic Release installation services, training, consultant support, telephone support, and such other services as may be defined in an accepted order.

1.18. "Upgrades" shall mean any and all improvements in the Software that relate to performance or the correction of Errors, but do not alter the original functional characteristics of the Software.

1.19. "PVD Software" shall mean any property management software developed by Licensor for county and state entities.

1.20. "Source Code Escrow Package" means a complete copy in machine-readable form of the programming statements and instructions written by Licensor for the Source Code, and a complete copy of any existing design documentation and user documentation.

1.21. "Project Documents" means the RFP, Licensor's response to the RFP, the BAFO, Statement of Work, ISA Gap Analysis, and Project Plan, each of which are incorporated by this reference into the Agreement.

1.22. "Change Order" means any requested change in the scope, schedule or budget as agreed to and defined in the Project Documents.

1.23. "Default" shall mean any instance in which a party fails to perform a material obligation under this Agreement. If the other party considers the non-performing party to be in default (unless a Force Majeure causes such failure), the other party may assert a default claim by giving the non-performing party a written and detailed notice of default.

1.24. "Cure Period" shall mean the time in which a non-performing party has to cure its default. The non-performing party will have thirty (30) days after receipt of the notice of default to either (i) cure the default or (ii) if the default is not curable within thirty (30) days, to schedule a meeting between Customer's and Licensor's respective representatives. Customer's and Licensor's respective representatives shall develop a written cure plan, and the non-performing party will be implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If the non-performing party does not implement the cure plan within fifteen (15) days after receipt of notice by the other party, or if the above-named representatives can not develop a cure plan to resolve the default, then the non-performing party materially breaches this Agreement.

2. Orders

Customer may place orders for Software, Software Products and Support Services, subject to the terms of this Agreement by execution and submission to Licensor of an order substantially in the form of Appendix D, attached hereto, which may be amended

from time to time. Orders shall be deemed accepted by Licensor unless written notice to the contrary is received within two (2) weeks from Licensor's receipt of the order. All orders shall be deemed to incorporate the terms and conditions of this Agreement and any amendments hereto. This Agreement shall have control over typed, stamped, or preprinted portions of Licensor's and Customers orders or acknowledgments or other communications unless mutually agreed upon by authorized representatives of the parties in writing. Such mutually agreed upon writings shall have control over this Agreement for that specific order only.

3. License

3.1. Licensor grants Customer and Customer accepts an unlimited, perpetual, personal, non-exclusive, non-transferable, non-assignable Object Code license to use the Software and Software Products for Customer's internal use only and to the extent ordered by Customer, subject to the provisions of this Agreement as well as the payment of all applicable license fees for the term of such license. Licensor agrees to provide Customer with associated Software Products, Software Maintenance and Support Services subject to the provisions of this Agreement. For purposes of this Agreement, "unlimited" shall mean that there shall be no limit on the number of users of the Software so long as such users are authorized by Customer and have a need to use the Software but shall not mean that Customer may use, or allow others to use the Software for purposes beyond the scope of its intended use as defined in Project Documents. For purposes of this Agreement, "perpetual" shall mean that Customer shall not be required to pay any further license fees to Licensor for the use of the Software but shall not mean that Licensor will provide software maintenance and Support Services forever without an annual maintenance agreement and/or fee.

3.2. All Software and Software Products used in, for or in connection with the software, parts, subsystems or derivatives thereof (the "System"), in whatever form, including, without limitation, source code, object code, microcode and mask works, including any computer programs and any documentation relating to or describing such Software or Software Products, such as, but not limited to logic manuals and flow charts provided by Licensor, including instructions for use of the Software or Software Products and formulation of theory upon which the Software or Software Products based, are furnished to Customer only under a personal, non-exclusive, non-transferable non-assignable object code license solely for Customer's own internal use.

3.3. Except as provided in this Agreement, no license under any patents, copyrights, trademarks, trade secrets or any other intellectual property rights, express or implied, are granted by Licensor to Customer under this Agreement.

4. Term of Agreement

The term of this Agreement shall commence upon the final execution of this Agreement and shall continue for ten (10) years, unless earlier terminated in accordance with this Agreement.

5. Term of Licenses

The term of each individual License granted under this Agreement begins on the date of installation of the Software as set forth in Section 17, hereof, and shall be perpetual as defined in Section 3.1.

6. Termination of Agreement and/or License

6.1. Licensor shall have the right to terminate this Agreement and, at its option, take possession of the Software and Software Products, if: (a) in Licensor's reasonable judgment, Customer's financial condition does not justify the terms of payment specified above, unless Customer immediately pays for all Software and Software Products which have been delivered, and pays in advance for the balance of Software and Software Products remaining to be delivered during the term of this Agreement; (b) Customer makes an assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or any part of Customer's property or business; (c) Customer is adjudicated bankrupt; (d) Customer neglects or fails to perform or observe any of its obligations hereunder and such condition is not remedied within thirty (30) days after written notice to Customer; or Customer shall be in breach or default of any of the terms, conditions, or covenants of this Agreement or any orders, and such breach or default shall continue for a period of thirty (30) days after the giving of written notice to Customer, then in addition to all other rights and remedies of law or equity or otherwise, Licensor shall have the right to cancel this Agreement or any such orders placed by Customer without any charge, obligation, or liability whatsoever, except as to the payment for Software, Software Products, Software Maintenance, and/or Support Services already received and accepted by Customer.

6.1.1 This Agreement may be terminated in whole or in part in writing by Customer for Customer's convenience if Customer determines that such termination is in Customer's best interest, provided that (1) Customer's determination is reasonable and nondiscriminatory; (2) Licensor is given not less than thirty (30) calendar days written notice of intent to terminate; and (3) Licensor is given an opportunity for consultation with Customer prior to termination. If termination for convenience is effected by Customer, Customer shall compensate Licensor for Software, Software Products, Software Maintenance, and/or Support Services already received and accepted by Customer. In the event Customer terminates the Support Services pursuant to this Section 6, Licensor shall continue to perform its unfinished obligations hereunder until they are fulfilled.

6.2 Customer shall be entitled to terminate this Agreement only as provided in this Section 6; provided however, Licensor shall be entitled to compensation for all Software Maintenance and Support Services (hereinafter "Services") performed prior to the Termination Date and all obligations performed after the Termination Date as provided in this Agreement.

6.2.1 Licensor shall notify Customer at least ninety (90) days prior to a Change in Control of Licensor resulting from a single transaction or series of related transactions. In the event of a Change of Control as defined below, Customer shall have the right to terminate this Agreement by sending a Customer Termination Notice to Licensor at least forty-five (45) days prior to the Customer Termination Date. In the event Customer terminates the Services pursuant to this Section 6, Licensor shall continue to perform its unfinished obligations hereunder until they are fulfilled. Solely for purposes of this Section 6, "Control" shall mean, with respect to any person or persons, the legal, beneficial, or equitable ownership, direct or indirect, of more than fifty percent (50%) of the aggregate of all voting or equity interests in such person or persons; "Change in Control" shall mean any change in the legal, beneficial, or equitable ownership, direct or indirect, such that Control of such Person or Persons are no longer with the same person or persons as on the date of execution of this Agreement. Subject to the covenant contained in Section 29.7, notwithstanding the above, Change in Control shall not include (i) changes in the allocation of interests between the existing members of Licensor or (ii) changes in the ownership interests of each such member so long as Eric Goodnight or his heirs in the event of his death continues to own more than 50% of the interest of Goodnight Group, LLC and Belcan Corporation continues to own more than 50% of the shares of Belcan Engineering Group, Inc.

6.2.2 Customer shall have the option to terminate this Agreement for Cause. Customer shall have Cause to terminate this Agreement if Licensor does any of the following: (i) commits a material breach of this Agreement, which breach is not cured within thirty (30) days following written notice of breach from Customer to Licensor; (ii) commits numerous contemporaneous breaches of its duties or obligations which collectively constitute a material breach of this Agreement, which material breach is not cured within thirty (30) days following written notice of the breach from Customer to the Licensor; or (iii) commits a recurring material breach which had been previously cured according to this Subsection. Termination for Cause shall be effective at 11:59 p.m. on the Customer Termination Date specified in the Customer Termination Notice; provided, however, that Licensor shall continue to perform its unfinished obligations hereunder until they are fulfilled. No termination pursuant to this Section 6.2.2 shall be deemed a termination for convenience subject to Section 6.2.1 or otherwise require Customer to make any payments to Licensor not otherwise required under this Agreement. Termination shall not constitute Customer's exclusive remedy, and Customer shall not be deemed to have waived any rights accruing hereunder.

6.2.3 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by Customer are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then Customer, pursuant to Indiana Code 36-4-8-12, will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the Parties, this Agreement will terminate and become null and void on the last day of the fiscal period for which appropriations were received. Customer agrees to use reasonable

efforts to obtain sufficient funds, which shall include including in its budget for each fiscal period during the Term of this Agreement a request for sufficient funds to meet its obligations hereunder in full. Termination for non-appropriation of funds shall not be deemed a termination for convenience subject to Section 6.1.1 or otherwise require Customer to make any payments to Licensor not otherwise required under this Agreement.

6.2.4 If a delay or interruption of performance by Licensor resulting from a Force Majeure Event, as defined in Section 35, exceeds two hundred and forty (240) consecutive hours and the recovery efforts set forth by Licensor have not been properly implemented or successful, despite Licensor's use of best efforts (that shall not involve the payment of funds that would not be commercially reasonable under the circumstances), Customer may terminate as to any of the categories of Services, in whole or in part, effective at 11:59 p.m. on the Customer Termination Date, by delivering to Licensor a Customer Termination Notice specifying the Customer Termination Date; provided, however, that Licensor shall continue to perform its unfinished obligations with respect to terminated services until such obligations are fulfilled.

6.3. Upon termination, cancellation or expiration of this Agreement, Customer shall, without request by Licensor, immediately return all papers, materials and property of Licensor held by Customer. In addition, each party will assist the other in the orderly termination of this Agreement and in the transfer of all property, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each party.

6.4. Within thirty (30) days of the termination, cancellation or expiration of each License granted hereunder, Customer shall, upon Licensor's request, certify in writing that to the best of its knowledge all copies of the Software, in whole or in part, have been removed from its production libraries. Concurrent with this certification, Customer will return to Licensor all documentation and Software required by Licensor to be returned and Customer's project manager and/or technology director will certify to Licensor that such documentation and Software have been destroyed.

7. Obligations Which Survive Termination

Licensor, Customer and Belcan (to the extent applicable) recognize and agree that their respective obligations under Sections 8, 12, 14, 15, and 16 of this Agreement will survive the cancellation, termination or expiration of this Agreement; provided, however, that Licensor's and Belcan's indemnification obligations under Section 15 shall be limited to twelve (12) months after the date of said cancellation, termination or expiration of the Agreement. These same Sections shall apply for the duration of Customer's use of Software licensed under the license granted in Section 3 hereof.

8. License Fees

8.1. The price schedule for the license fees for Software, Software Products, Software Maintenance and Support Services ordered hereunder, including any applicable discount and payment schedules, are indicated in Appendix D, attached hereto which may be

amended from time to time by an amendment made to this Agreement.

8.2. The machine class of each Software License, where applicable, shall be determined at the time of order, in accordance with the then current listing as may be amended from time to time and initially set forth in Appendix E. Unless Customer moves the Software to a higher class CPU, said machine class shall not change for any existing License and Licensor shall not restructure machine classes or License fees in any way that will cause an increase in any License fees for Licenses already acquired by Customer, other than in accordance with this Section.

8.3. If Customer moves the Software to a higher machine class CPU, Customer shall notify Licensor in writing within thirty (30) days of the move and, if applicable, shall incur an upgrade charge which will be the difference between the License fee charged for functionally identical Software placed on the higher class CPU, after any associated discounts are applied, and the License fee paid by Customer for the Software being moved. Licensor shall invoice Customer for said upgrade charge.

9. Terms of Payment

9.1. Payment to Licensor will not exceed the amount of three-million eight hundred thousand dollars [\$3,800,000.00] in conformance with Licensor's BAFO Pricing provided in Exhibit I; provided, however, if Customer requests any Change Orders with respect to Software, Software Products, Software Maintenance and Support Services that are not set forth in the Project Documents, the Customer and Licensor understand and agree that the cost of those items may exceed three-million eight hundred dollars [\$3,800,000.00] and Customer shall compensate Licensor for the additional costs associated with the Change Orders.

9.2. Licensor shall invoice Customer for Software or Software Products services based upon terms described in Appendix F – Fee Schedule and Appendix G – Terms of Payment, attached hereto. If payments are not received by Licensor within sixty (60) days of invoice then Licensor shall notify Customer of such non payment and Customer's Chief Information Officer shall meet with Licensor's Managing Member and/or Eric Goodnight in an attempt to resolve the non-payment issue. In the event that, despite such meeting, payment has not been received by Licensor within seventy-five (75) days of invoice then Licensor may send Customer a written notice of payment default and Licensor shall have thirty (30) days thereafter to cure same. In the event that Customer fails to timely cure a payment default then Licensor may declare this Agreement in default, discontinue all further performance and pursue all remedies available in law or equity.

9.3. Licensor guarantees no cost overruns for the term of this Agreement and any applicable maintenance period for all requirements in the Project Documents.

9.4. Licensor shall pay Customer a six (6) percent royalty on any PVD Software sold in Indiana subsequent to this Agreement. Such royalties shall include counties with which

Licensor has contracted with, or made proposals to, on or after April 24, 2006, specifically, Fayette, Elkhart, Wabash, Wayne, Blackford and Laporte.— Upon final execution of this Agreement, Licensor shall provide a written list of entities to whom Licensor has sold PVD Software in Indiana. Licensor shall update this list to Customer within thirty (30) days of selling additional Software.

10. Taxes

Customer is exempt from State, Federal and Local taxes. Customer will not be responsible for any taxes levied on Licensor as a result of this Agreement.

11. Training and Installation

If requested by Customer, Licensor shall provide, at Licensor's then existing price, instructors and the necessary instructional material, at mutually agreed upon locations and times, to install the Software on Customers Computer System and to train Customer's personnel in the operation, use and maintenance of Software furnished hereunder.

12. Confidential Information

12.1. Each Party acknowledges and agrees that any and all information emanating from the other's business in any form is "Confidential Information," and each Party agrees that it will not, during or after the term of this Agreement, permit the duplication, use, or disclosure of any such Confidential Information to any person (other than an employee, agent or representative of the other Party who must have such information for the performance of its obligation hereunder), unless such duplication, use or disclosure is specifically authorized by the other Party in writing. Each Party shall use reasonable diligence, and in no event less than that degree of care which such Party uses in respect to its own confidential information of like nature, to prevent the unauthorized disclosure or reproduction of such information. Without limiting the generality of the foregoing, to the extent that this Agreement permits the copying of Confidential Information, all such copies shall bear the same confidentiality notices, legends, and intellectual property rights designations that appear in the original versions.

12.2 All Customer Confidential Information shall be deemed the sole property of Customer and shall be used solely by Licensor or any of its agents or subcontractors solely for the purpose of performing its obligations under this Agreement, and shall not be published, transmitted, released, or disclosed by Licensor or its agents or subcontractors to any other Person without the prior written consent of Customer, which consent Customer may withhold in its sole discretion. Licensor shall implement and maintain appropriate policies and procedures to safeguard the confidentiality of Customer Confidential Information in accordance with this subsection. Licensor shall require as a condition of any subcontract that the subcontractor expressly acknowledges and agrees to be bound by the same confidentiality requirements by which Licensor is bound under this Agreement.

12.2.1 Any and all requests, from whatever source, for copies of or access to, or other disclosure of, any Customer Confidential Information shall be promptly submitted to Customer for disposition.

12.2.2 Notwithstanding the above provisions of this Section 12.2 and except as otherwise prohibited by law, Licensor may disclose Customer Confidential Information to its employees, agents, and subcontractors who have: (i) a need to know such Customer Confidential Information in order to perform their duties under this Agreement, as determined by an appropriate Customer official; and (ii) a legal duty to protect Customer Confidential Information. Subject to the terms of Section 15, Licensor shall be fully liable for the acts or omissions of its subcontractors and employees with respect to such Customer Confidential Information.

12.2.3 Licensor shall not release any information concerning this Agreement, the Services or any part thereof to any member of the public or the press or any representative of any business entity or official body, unless prior written consent is obtained from Customer.

12.3 Either Party may disclose Confidential Information of the other Party to the extent disclosure is made in good faith that the disclosure is required by law or by order of a court or governmental agency; provided, however, that such Party shall (i) give prompt notice of such requirement to the other Party, (ii) use its best efforts to assist the owner of such Confidential Information if the owner wishes to obtain a protective order or otherwise protect the confidentiality of such Confidential Information, and (iii) disclose only that amount of Confidential Information required by law or order. The owner of such Confidential Information reserves the right to obtain a protective order or otherwise protect the confidentiality of such Confidential Information. For purposes of this Subsection 12.3, Customer's Office of Corporation Counsel shall act as Customer's legal counsel. The foregoing notwithstanding, nothing contained in this Section shall be construed as obligating a Party to disclose its Confidential Information to the other Party, or as granting to or conferring on a Party, expressly or implied, any rights or license to the Confidential Information of the other Party.

12.4 In the event of any disclosure, loss, or destruction of Confidential Information, the receiving Party shall immediately notify the disclosing Party.

12.5 If either Party publishes, transmits, releases, or discloses any Confidential Information of the other Party in violation of this Section 12, or if either Party reasonably anticipates that the other Party shall violate or continue to violate any restriction set forth in this Section 12, the first Party shall have the right to have the provisions of this Section 12 specifically enforced by any court having equity jurisdiction, without being required to post bond or other security and without having to prove the inadequacy of available remedies at law, it being acknowledged and agreed that any such violation shall cause irreparable injury to such first Party and that monetary damages shall not provide an adequate remedy. In addition, the first Party and any individuals that were the subject of such Confidential Information may take all such other actions and shall have such

other remedies available at law or in equity and shall be entitled to such damages as it or they can show have been sustained by reason of such violation.

12.6 Promptly upon the expiration or termination of this Agreement and at any other time upon written request by either Party to the other Party, the other Party shall promptly return to the sole custody of the requesting Party, all Confidential Information of the requesting Party then in its possession or control, in whatever form, or, in the case of written request by the requesting Party, such Confidential Information specified in such request as then in the other Party's possession or control, in whatever form. In addition, unless the requesting Party otherwise consents in writing, the other Party shall also deliver to the requesting Party or, if requested by the requesting Party, shall delete or destroy, any copies, duplicates, summaries, abstracts, or other representations of any such Confidential Information or any part thereof, in whatever form, then in the possession or control of the other Party. Notwithstanding the foregoing, Customer may retain copies of Licensor Confidential Information to the extent required by law or regulation or to the extent otherwise permitted under this Agreement.

12.7 Licensor shall require each of its employees, agents, and subcontractors providing Services hereunder or otherwise having access, in whatever form or function, to the data and information collected, received, stored, or transmitted pursuant to this Agreement, to execute, prior to any activity or access, an agreement in form and substance reasonably acceptable to Customer under which such employees, agents, and subcontractors agree to protect all Customer Confidential Information.

12.8. Customer shall use the same care to prevent disclosure of the records, working documents, and other information that is obtained by Customer in confidence from Licensor or its subcontractors in connection with its performance of this Agreement, whether oral, written, recorded on electronic media, or otherwise, and including all Software, Software Products, Source Code, financial information, personnel information, reports, documents, correspondence, plans, and specifications, and other records, or information collected, received, stored, or transmitted in any manner, and that are exempt from disclosure under law (collectively, the "Licensor Confidential Information"), as it uses to prevent disclosure of its own information of a similar nature, but in no event less than a reasonable degree of care.

12.9. All materials containing Confidential Information will be marked "Proprietary", "Confidential", or in a manner which gives notice of its proprietary nature. Confidential Information will not be copied, in whole or in part, except when essential for authorized use under this Agreement. The parties agree to reproduce all notices on any copies made, including on storage media. If Confidential Information is disclosed in other than tangible form, the disclosing Party will provide a written description of that Confidential Information to the recipient within twenty (20) days of the disclosure.

12.10. Notwithstanding any other provision of this Section, information deemed confidential by Indiana law will be handled in accordance with applicable laws, rules and regulations, as well as policies and procedures of Customer and Indiana to the extent any

such laws, rules, regulations, policies or procedures require more restricted handling of any such information than is otherwise required under this Agreement.

12.11. For the purposes of this Section 12, the term "Confidential Information " shall not include: information which is in the public domain; information known to the recipient Party as of the date of this Agreement, unless the recipient Party agreed to keep such information in confidence at the time of its receipt; property tax data provided to Customer by the state of Indiana; and information properly obtained hereafter from a source who is not under an obligation of confidentiality with respect to such information. The provisions of this Section 12 shall survive termination or expiration of this Agreement.

13. Manuals, Documentation and Object Code

13.1. Customer shall have the right, at no additional charge, to reproduce solely for its own use, all manuals and documentation furnished by Licensors pursuant to this Agreement and any order, regardless of whether such manual or documentation is copyrighted or otherwise restricted as proprietary information. All copies of manuals or documentation made by Customer shall include any proprietary notice or stamp that has been affixed by Licensors. Licensors shall furnish for each License obtained by Customer, and at no additional charge to Customer, one (1) copy of the relevant Software documentation and any succeeding changes thereto, sufficient to enable Customer to maintain and operate the Software.

13.2. Object Code software may be reproduced by Customer, at no additional charge, only for back-up or archival purposes or as otherwise stipulated in this Agreement. Customer shall notify Licensors in writing of its methods and procedures for archiving of Object Code software prior to doing so.

13.3. Software Escrow

13.3.1. Delivery - Within three (3) business days from the end of the acceptance period of software installation or software enhancement, Licensors shall deliver a Source Code Escrow Package to a bank of Licensors's choice ("Escrow Agent"). Licensors, Customer and Escrow Agent shall enter into an escrow agreement (the "Escrow Agreement"). When and if, from time to time during the term of this Agreement, Licensors provides Customer with an upgraded version of the Software, Licensors shall within ten (10) business days thereafter deposit with the Escrow Agent, a Source Code Escrow Package for the upgraded version, and give Customer notice of such delivery.

13.3.2 Release of Source Code Escrow Package – Customer acknowledges and agrees that the Source Code is proprietary and any and all use of this Code by Customer or dissemination of the Source Code to others, not specifically permitted in this Agreement, will result in significant harm to Licensors. The Source Code Escrow Package may be released from escrow to Customer, for the sole purpose of allowing the

Customer to continue providing those essential services to its citizens, only upon the occurrence of one or more of the following "Escrow Release Events" defined below:

- (a) permanently, if Licensor becomes insolvent or admits insolvency or admits a general inability to pay its debts as they become due and is unable to perform its business functions;
- (b) permanently, if Licensor files a petition for protection under Chapter 7 of the Bankruptcy Code of the United States;
- (c) permanently, if Licensor elects to cease business operations;
- (d) permanently, if Licensor elects to cease providing the Software Maintenance and Support; or
- (e) temporarily, and immediately following the Cure Period if Licensor is in breach of this Agreement and has not cured the breach during the Cure Period.

13.3.3 Escrow License – In the event of an Escrow Release Event, Licensor grants Customer a limited, non-exclusive, non-transferable license, to utilize such Source Code solely for Customer's own use, and no other, to (i) maintain and correct the Source Code for the Software and (ii) maintain, correct, enhance, modify and prepare derivative works based upon the Source Code for the Software, and to derive object code therefrom for use and reproduction by Customer subject to the licenses granted herein (which, in such event and for such purpose, shall be perpetual); provided, however, the Customer's use of the Source Code shall be limited to providing those essential services as set forth in this Agreement, and Customer shall have no right to duplicate, copy, license, sublicense, disseminate or disclose the Source Code to third parties. Customer shall be prohibited and further agrees that it will not reverse engineer, decompile or disassemble the Software or modify, remove or obscure any copyright notice, trademark or other notices placed by Licensor or its affiliates on or in the Software.

13.3.4. Obligation – Licensor's obligation under this Section 13 shall terminate upon the latter of the expiration of this Agreement and any applicable maintenance periods.

13.3.5 Escrow fees. Licensor shall pay all fees charged by the Escrow Agent.

13.3.6 Confidentiality of Escrow License. To the fullest extent provided by law, Customer's use of the Source Code Escrow Package and all of Licensor's trade secrets, confidential information, proprietary rights and intellectual property contained therein shall be kept confidential. Any information or documents within the Source Code Escrow Package which are designated as "confidential" by Licensor shall not be disclosed by Customer unless disclosure is required pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Customer shall provide notice to Licensor prior to such disclosure.

14. Patent and Other Proprietary Rights Indemnification

14.1. The following terms apply to any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary interest based on the licensing, use, or sale of any Software, Software Products, Software Maintenance and/or Support Services furnished to Customer under this Agreement or in contemplation hereof subject to the limitations contained herein. Licensor and Belcan shall indemnify Customer for any loss, damage, expense or liability, including costs and reasonable attorney's fees, that may result by reason of any such infringement or claim, except where such infringement or claim arises solely from Licensor's adherence to Customer's written instructions or directions which involve the use of merchandise or items other than (1) commercial merchandise which is available on the open market or is the same as such merchandise, or (2) items of Licensor's origin, design or selection. The indemnification obligations, pursuant to this Section 14, of Licensor and Belcan with respect to trademark infringement shall only apply to actual or claimed infringement arising from the use of one or more "Belcan Marks" which are set forth in Appendix K attached hereto. Each party shall notify the other promptly of any claim of infringement and shall cooperate with the other in every reasonable way to facilitate the defense of any such claim.

14.2. In addition, in the event an injunction or order shall be obtained against Customer's use of any item by reason of any such infringement allegation or if, in Licensor's sole opinion, the item is likely to become the subject of a claim of infringement or violation of patent, copyright, trademark, trade secret, or other proprietary right of a third party, Licensor and Belcan will, without in any way limiting the foregoing, in Licensor's sole discretion and at Licensor's expense either: (a) Procure for Customer the right to continue using the item; (b) Replace or modify the item so that it becomes non-infringing, but only if the modification or replacement does not, in Licensor's reasonable sole opinion, adversely affect the functional performance or specifications for the item or its use by Customer; or (c) If neither (a) nor (b) above is practical, remove the item from Customer's site and refund to Customer any charges paid by Customer for periods subsequent to removal, and release Customer from any further liability under the applicable order. In the event Customer must replace any Software or Software Product with a comparable product from a third-party supplier at a higher cost to Customer than available under this Agreement or the applicable order, Licensor and Belcan shall reimburse Customer for the difference between Licensor's price for the replaced Software or Software product and the third-party supplier's price for its comparable product, with Customer providing satisfactory documentation to Licensor to substantiate such reimbursement.

14.3. In no event shall Customer be liable to Licensor for any charges after the date that Customer no longer uses the item because of actual or claimed infringement.

15. Indemnity

Subject to the limitations contained herein, Licensor and Belcan agree to indemnify, defend, and hold harmless Customer and its officers, agents, officials and employees for

any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission by Licensor or any of its officers, agents, employees or subcontractors. Such indemnification shall exist regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder, but in such case the obligation to indemnify shall be reduced by the comparative fault of Customer and/or such party. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. Customer shall not provide such indemnification to Licensor except to the extent any injury, damage, death or loss is attributable to the negligent acts or omission of the Customer. Notwithstanding the above, the obligation to indemnify shall be limited as follows: Belcan's obligation pursuant to this section shall be limited to an aggregate total of \$2,000,000 and Licensor's obligation pursuant to this section, which shall be assumed by Goodnight Group, LLC, or its affiliates, shall be limited to an aggregate total of \$2,000,000. Goodnight Group, LLC, or its affiliates, shall maintain its errors and omissions policy during the term of the Agreement and shall provide immediate notice to Customer in the event that said policy is modified or terminated.

16. Remedies; Limitation of Warranty and Liability

16.1. Except as otherwise expressly limited in Section 16.3, the remedies provided in this Section and elsewhere in this Agreement are neither exclusive nor mutually exclusive, and the Parties shall be entitled to resort to any and all such remedies, and any other remedy or remedies available at law or in equity, by statute or otherwise, individually or in any combination thereof. No delay in exercising or failure to exercise any right or remedy shall operate as a waiver thereof, except where specifically provided herein.

16.2. Except for Sections 14 and 15, neither Party shall be entitled to recover from the other Party attorneys' fees or costs in connection with any legal proceedings related to this Agreement.

16.3. Subject to the express provisions and limitations of this Section 16, the Parties intend that each Party shall be liable to the other Party only for all actual damages incurred by the non-breaching Party as a result of the breaching Party's failure to perform its obligations in the manner required by this Agreement.

16.4. EXCEPT AS SET FORTH IN SECTION 18, LICENSOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE, SOFTWARE PRODUCTS OR SERVICES OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE BY CUSTOMER. WITH THE EXCEPTION OF LICENSOR'S AND BELCAN'S RESPECTIVE INDEMNIFICATION OBLIGATIONS UNDER SECTION 15 OF THIS AGREEMENT, NEITHER LICENSOR NOR BELCAN SHALL BE LIABLE FOR ANY (I) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM OR RELATED TO

THE OPERATION OR USE OF THE SOFTWARE, SOFTWARE PRODUCTS AND SERVICES INCLUDING SUCH DAMAGES, WITHOUT LIMITATION, AS DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENT, AND CLAIMS AGAINST CUSTOMER BY ANY THIRD PERSON, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (II) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY LICENSOR TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL; OR (III) CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST LICENSOR MORE THAN TWO YEARS AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE. WITH THE EXCEPTION OF LICENSOR'S AND BELCAN'S RESPECTIVE INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 14 AND 15 OF THIS AGREEMENT, NEITHER LICENSOR'S NOR BELCAN'S LIABILITIES UNDER THIS AGREEMENT SHALL BE GREATER THAN THE AMOUNTS ACTUALLY RECEIVED BY LICENSOR PURSUANT TO THE TERMS OF THIS AGREEMENT.

16.5. With the exception of liability arising from Customer's breach of Section 12, Customer's payment obligations hereunder or Customer's obligations under the terms of its License set forth in Sections 3 and 13, Customer shall not be liable for any (i) punitive, special, indirect, incidental, or consequential damages, including loss of profits, arising from or related to operation or use of the Software and Software Products or services including such damage, without limitation, as damages arising from loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against Licensor by any third person, even if Customer has been advised of the possibility of such damages; (ii) damages (regardless of their nature) for any delay or failure by Customer to perform its obligations under the Agreement due to any cause beyond its reasonable control; or (iii) claims made a subject of a legal proceeding against Customer more than two years after such cause of action first arose.

17. Acceptance

17.1. Customer shall conduct Software and Software Products acceptance tests during the installation process at a Customer designated location(s) as specifically set forth in the Project Documents. The acceptance period will commence once the Software is operational in the Customer designated location(s). The Software and Software Products shall: (1) comply with the provisions of the order; (2) function substantially in accordance with Licensor's specifications as set forth in the Project Documents; (3) be compatible and conform to user documentation and operating manuals furnished by Licensor; and (4) comply with a mutually agreed upon Software Acceptance Plan which shall be developed and agreed to in writing by Customer and Licensor prior to installing the Software in the first Customer specified location. Customer will assume the responsibility for the initial preparation of the Software Acceptance Plan.

17.2. If, during the acceptance period, Customer determines that the Software and/or Software Products do not substantially meet the requirements set forth in the Project Documents, Customer shall notify Licensor in writing, specifying the area of noncompliance. Licensor shall perform its good faith efforts to correct all conditions which prevent the Software and/or Software Products from substantially meeting the above requirements pursuant to the Cure Period. Failure to notify Licensor in writing will constitute acceptance of the Software and/or Software Products. Within five (5) days after the termination of the Cure Period, Customer will provide written notice to Licensor indicating the following: (1) Customer's acceptance of the Software and/or Software Products; (2) Customer's desire to extend the Cure Period, to allow Licensor to cure any default; or, (3) the Customer's intent to terminate this Agreement without penalty or further financial obligation.

18. Warranty

Except as provided below, Licensor warrants that it owns all rights, title and interest in and to the Software and Software Products, except for any third party database software, that all Software and Software Products shall substantially conform to the terms of this Agreement and that the Software and Software products shall be free from material Defects in workmanship and materials which prevent them from substantially meeting the aforementioned criteria. Licensor further warrants that the Software and Software products will perform in accordance with the Project Documents. This warranty coverage shall include all maintenance performed and any modifications made to the Software by Licensor. Such warranty shall extend for 180 days from the beginning of the acceptance period. Licensor's responsibility under this warranty shall be to correct or replace, at no additional charge to Customer, any part of the Software or Software Products found to be defective. If within a commercially reasonable period Licensor neither corrects such Defects nor replaces the defective Software or Software Products, then Customer's sole and exclusive remedy shall be to receive a refund in an amount equal to the license fees paid to Licensor for use of the defective Software or Software Products. Licensor further warrants that any Services provided by Licensor under this Agreement shall be performed in a fully workmanlike manner and in accordance with the prevailing professional standards of the software industry. This warranty shall survive inspection, test, acceptance, use and payment. Licensor FURNISHES THE ABOVE WARRANTIES IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any and all warranties shall be void as to Software or Software Products damaged or rendered unserviceable by: (1) the acts or omissions of non-Licensor personnel; (2) misuse, theft, vandalism, fire, water, or other peril; (3) moving, relocation, alterations or additions not authorized by Licensor.

19. Right to Move

Any Software License may be temporarily transferred to a backup computer system while the licensed computer system is inoperative or for emergency testing purpose. Customer may re-designate the Site or the CPU on which the Software will be used for on-going

operation. Customer shall be permitted concurrent operation at the new and old Site or CPU for not more than thirty (30) days and such operation will require no additional fees. Customer shall provide the Licensor written notice of the re-designation within a reasonable length of time of the Software being moved to the new Site or CPU. In the event Customer moves the Software to another Customer Site or CPU, or assigns Software licensed under this Agreement, Licensor agrees that it shall continue the warranty or the Software Maintenance of the product, and assist in its transfer to such other Site, CPU or assignee.

20. Software Maintenance Implementation and Data Conversion

20.1. During the period for which Customer has ordered and paid for Software Maintenance, Licensor shall be responsible for performing Software Maintenance to the latest Generic Release. Such Software Maintenance shall include corrections of Bugs any Errors, the levels of which are set forth in the Project Documents, regardless of how any such condition is brought to the attention of Licensor. The maintenance period for the Software or Software Products shall be for the term of the license obtained under each order or as set forth in the Software Maintenance agreement, but no longer than the period of time in which the Software or Software Products are in use by the Customer. The fees for such Software Maintenance and additional terms for the Software Maintenance agreement shall be as set forth in Appendix H.

20.2. Customer has agreed to convert the data from the legacy systems and provide said data into a provided target database by Licensor, as set forth in Appendix I.20.3. Customer shall obtain from third parties all rights and licenses required for Licensor to perform the Services under this Agreement. All such rights and licenses shall include a grant of rights for the Licensor to use such third party rights and licenses for the benefit of Customer during the Term. With respect to all technology and intellectual property used and to be used by Licensor to perform the Services hereunder, whether proprietary to Licensor or proprietary to any other Person, Customer hereby grants and agrees to grant to Licensor, or shall cause to be granted by the licensor thereof, as the case may be, without additional charge, such licenses and sublicenses as may be necessary or desirable in order for Licensor, and its authorized representatives, to use, or receive the benefit of the use by Licensor of, such technology and intellectual property in connection with the Services. Licensor shall comply with the duties, including use restrictions and those of nondisclosure, imposed on Licensor or Customer by such third party.

20.4. Customer Data means, in or on any media or form of any kind: (i) all data, code, and/or information, including summaries and derivatives thereof, related to Customer, its citizens, or the services that is in the possession of Customer, or which Customer has the right to possess, regardless of whether or not owned by Customer, generated or compiled by Customer, or provided by its citizens, including data, code and information that is in Customer's databases or otherwise in Customer's possession at any time during the Term; and (ii) all other Customer records, data, files, input materials, code, surveys, reports, forms, and other such items that may be received, computed, developed, used, or stored by Licensor, or by any of its subcontractors, in the performance of Licensor's duties under this Agreement.

20.5. Customer shall permit Licensor to have access to Customer Data solely to the extent Licensor reasonably requires such access to such data to provide the Services. Licensor may only access and process Customer Data as directed by Customer, in writing, and may not otherwise modify Customer Data, merge it with other data, exploit it, or do any other thing that may in any manner adversely affect the integrity, security, or confidentiality of such data, other than as specified herein or as directed by Customer in writing. Licensor understands and agrees that Customer owns all right, title, and interest in Customer Data and in any modification, compilation, or derivative work therefrom (collectively, "Data and Modified Data"), and also owns all copyright, trademark, trade secrets, and other proprietary rights in the Data and Modified Data, now known or hereafter existing, whether now known or unknown, throughout the world in perpetuity. Licensor agrees that all copyrightable aspects of such Data and Modified Data shall be considered "work made for hire" within the meaning of the Copyright Act of 1976, as amended. Licensor hereby assigns to Customer exclusively all right, title, and interest in and to the Data and Modified Data and to all copyright (to the extent the same is not deemed a "work made for hire" hereunder) or other proprietary rights therein that it may obtain, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of Licensor. Licensor also acknowledges that the Parties do not intend Licensor to be a joint author or co-author of the Data and Modified Data within the meaning of the Copyright Act of 1976, as amended, and that in no event shall Licensor be deemed a joint author or co-author thereof. Furthermore, Licensor warrants and represents, on behalf of itself and all subcontractors, that it will not publish or disclose in any manner privacy or security safeguards related to any federal, state, or Customer Data, or any other data of which Licensor or any subcontractor has custody.

20.6. Licensor shall not knowingly infringe or misappropriate any domestic, foreign, or international patent, trade secret, copyright, trademark, or other proprietary right of Customer or any third party. Licensor shall not knowingly violate Customer's or any third party's software license agreements or intellectual property rights.

20.7. If at any time Customer brings, or investigates the possibility of bringing, any claim against any third party for infringement of any patent, trademark, copyright, or similar proprietary right of Customer, including misappropriation of trade secrets and misuse of confidential information, then Licensor, upon the request of Customer, shall fully cooperate with and assist Customer in the investigation or pursuit of such claim, and provide Customer with any information in the possession of Licensor that may be of use to Customer in the investigation or pursuit of such claim.

21. Fixes, Upgrades and Enhancements

21.1. Customer will notify Licensor verbally of Errors, with written notification to Licensor via a Licensor provided Web Defect Tracking system by Customer within twenty-four (24) hours. Licensor shall provide Customer with a telephone number designated to accept Error reports.

21.2. Licensor shall use its good faith efforts to correct any Errors that are reproducible in

the Customers Environment affecting Customer's continued business use of the Software after Licensor's notification of the Error based on the below listing of Error Definition of Severity and Priority. Licensor will use its good faith efforts to correct all Errors of Severity C and Priority 3 and above within five (5) business days after Licensor's notification of the error.

Severity levels:

- * *A. Critical:* the software will not run
- * *B. High:* unexpected fatal errors (includes crashes and data corruption)
- * *C. Medium:* a feature is malfunctioning
- * *D. Low:* a cosmetic issue

Priority levels:

- * *P1.* drop everything and take care of it as soon as you see this (usually for blocking bugs)
- * *P2.* fix before next build to test
- * *P3.* fix before final release
- * *P4.* we probably won't get to these, but we want to track them anyway

21.3. As part of the Maintenance support provided by Licensor, Licensor agrees to incorporate any Customer specific or unique Software in any new versions of Licensor's Software, at Licensor's cost to Customer, other than any applicable charge for an Enhancement and Software Maintenance fees relating thereto in accordance with Appendix J attached hereto.

22. Customer Preparation

If the Software or Software Products are to be installed by Licensor, the Customer shall have all things in readiness for installation, including, but not limited to, other equipment, connections and facilities for installation at the time the Software or Software Products are delivered. In the event the Customer shall fail to have all things in readiness for installation on the scheduled installation date, the Customer shall reimburse Licensor for any and all expenses caused by Customer's failure to have things in readiness, unless Customer has notified Licensor at least five (5) business days prior to the scheduled installation date. Customer agrees to provide and bear the cost of a dedicated communications facility equipped with a compatible modem for the purposes of remote access and support by the Licensor consultant or phone support group.

23. Assignment

Customer may not assign or transfer its interests, rights or obligations under this Agreement by written agreement, merger, consolidation, operation of law or otherwise, without the prior written consent of an authorized executive of Licensor; provided however that Customer may assign its payment obligations arising under this Agreement to a purchasing agent who will make such payments on Customer's behalf. Any assignment made in violation of this

paragraph shall be void and of no effect.

24. Amendments, Modifications or Supplements

Amendments, modifications or supplements to this Agreement shall be permitted, provided: (1) changes shall be in writing signed by the authorized representatives of both parties; (2) changes shall reference this Agreement and identify the specific articles or sections contained herein which are amended, modified or supplemented; (3) changes shall not adversely affect vested rights or causes of action which have accrued prior to the effective date of such change.

25. Independent Contractor

All work performed by Licensor in connection with the Software, Software Products, Software Maintenance, and/or Support Services described in this Agreement shall be performed by Licensor as an independent contractor and not as the agent or employee of Customer. All persons furnished by Licensor shall be for all purposes solely the Licensor's employees or agents and shall not be deemed to be employees of Customer for any purpose whatsoever. Licensor shall furnish, employ and have exclusive control of all persons to be engaged in performing Support Services under this Agreement and shall prescribe and control the means and methods of performing such Services by providing adequate and proper supervision. Licensor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages, and payment of taxes, such as employment, Social Security, and other payroll taxes including applicable contributions from such persons when required by law. Licensor may engage subcontractors to perform any of the work and in such case those persons shall not be deemed to be employees, agents or contractors of Customer for any purpose whatsoever.

26. Publicity

Licensor agrees to submit to Customer all advertising, sales promotions, press releases and other publicity matters relating to the Software, Software Products or Support Services provided by the Licensor under this Agreement wherein Customer's corporate or trade names or trademarks are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied. Licensor further agrees not to publish or use such advertising, sales promotions, press releases or publicity matters without Customer's prior written approval, which approval shall not be unreasonably withheld.

27. Compliance With Laws

27.1 Licensor and Customer each shall comply with the provision of all applicable federal, state, county and local laws, ordinances, regulations, and codes including, but not

limited to, Licensor's and Customer's obligations as an employer with regard to the health, safety and payment of its employees, and identification and procurement of required permits, certificates, approvals, and inspections in Licensor's and Customer's performance of this Agreement. Notwithstanding whether a specification is furnished, if Software, Software Products and Support Services, or containers furnished are required to be constructed, packaged, labeled, or registered in a prescribed manner, Licensor shall comply with federal laws and applicable state or local law. Licensor further agrees that, during the term of this Agreement, the Software and Software Products will comply with and be capable of being certified by all applicable state, county and local governing bodies, including without limitation, the State Board of Accounts and the Department of Local Government and Finance, and Licensor will be, and will cause the Software and Software Products to be, annually certified and in good standing with such governing bodies. Licensor shall indemnify Customer for, and defend Customer against, and Customer shall indemnify Licensor, and defend Licensor against, any loss or damage sustained because of such indemnifying party's noncompliance in accordance with the provisions set forth in Section 15 hereof.

27.2 Licensor shall be responsible for compliance with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Licensor agrees that it will not knowingly introduce, release, utilize, store or generate any Hazardous Materials on or about any Customer Facility, without the express written consent of Customer or in violation of the applicable site storage limitations imposed by Environmental Law, nor will it allow its employees, agents, contractors or others within its reasonable control to do the same. Licensor agrees to take, at its sole expense, all actions necessary to protect Customer and third parties, including, without limitation, employees and agents of Customer, from any exposure to Hazardous Materials introduced, released, generated or utilized in its performance under this Agreement. Licensor agrees to immediately report to Customer should Licensor receive notice of, or otherwise become aware of, any and all actual or threatened discharges, releases, and spills of Hazardous Materials or any violation of any Environmental Law and to immediately notify the appropriate governmental agencies of same as required by law. In the event that Customer is required to remove any Hazardous Materials generated, introduced, released or utilized by Licensor, Licensor shall promptly pay to Customer, upon demand, all costs and expenses of such removal. Licensor shall not be liable to Customer for Customer's failure to comply with, or violation of, any Environmental Law. Notwithstanding the foregoing, Customer makes no warranty or representation with respect to the presence of radon or asbestos in any facility provided by Customer.

28. Security, Access and Safety Requirements

28.1 Licensor shall instruct its employees, agents and subcontractors that they shall comply with Customer's security, access and safety requirements for the protection of Customer's facilities and employees while on Customer's premises.

28.2 Licensor shall provide all services, and use all resources related thereto, in a secure manner in accordance with Customer's security requirements, including the prevention

and detection of fraud, abuse, or other inappropriate use or access of systems and networks by all appropriate means, including, but not limited to, network management and maintenance applications and tools, and the use of appropriate encryption technologies. In addition, all Licensor personnel (including personnel of any subcontractors) shall be subject to and shall at all times conform to Customer's rules, regulations and requirements for the protection of premises, materials, equipment, and personnel. Any violations or disregard of these rules shall be cause for denial of access by such personnel to Customer's property. Licensor shall exercise due care and diligence to prevent any injury to person or damage to property while on Customer's premises. The operation of Licensor vehicles or private vehicles of Licensor personnel on Customer's property shall conform to posted and other regulations and safe driving practices. Vehicular accidents on Customer's property and involving Licensor personnel shall be reported promptly to the appropriate Customer security personnel.

28.3. Prior to performing any services, Licensor personnel, agents and subcontractors who will access Customer computer systems, data and software shall execute the Parties' agreements and forms concerning access protection and data/software security consistent with the terms and conditions of this Agreement. Licensor promises that at all times during the term of this Agreement, it, and its employees, agents, and subcontractors, shall comply with all Customer policies and procedures regarding data access and security, including those prohibiting or restricting remote access to Customer systems and data. Upon Customer authorization, Licensor shall issue any necessary information-access mechanisms, including access IDs and passwords, which shall be used only by the personnel to whom the same are issued. Licensor will continuously monitor information access and report unauthorized information access to Customer immediately upon receipt of knowledge or notice of the same. Licensor shall provide to such personnel only such minimal level of access as is required to perform the tasks and functions for which such personnel are responsible. Licensor shall from time to time, upon request from Customer but at least monthly, provide Customer with an updated list of Licensor personnel, and Licensor's agent and subcontractor personnel having access to Customer's systems, software, and data. Computer systems, data and software provided by Customer or accessed by Licensor personnel, or Licensor's agents or subcontractors, shall be used by Licensor personnel or Licensor's agents or subcontractors only in connection with Licensor's obligations hereunder, and shall not be commercially exploited by Licensor or Licensor's agents or subcontractors in any manner whatsoever. In addition, failure of Licensor to comply with the provisions of this Section 28 may result in Customer restricting offending personnel from access to Customer computer systems or Customer Data, or immediate termination of this Agreement pursuant to Section 6. Licensor shall at all times maintain and ensure the confidentiality and security of Customer Data.

28.4. Licensor shall, and shall cause its subcontractors and employees to, abide by all Customer policies that may be established by Customer from time to time.

29. Licensor Representations, Warranties, and Related Covenants

29.1. Licensor represents and warrants that it is capable in all respects of providing and shall provide all services in accordance with this Agreement. Licensor further represents

and warrants that: (i) all services provided under this Agreement shall be provided in a timely, professional, and workmanlike manner consistent with this Agreement; (ii) it will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the services; (iii) it will maintain the equipment and software, as applicable, in accordance with the applicable vendor recommendations so that they operate in accordance with their specifications; (iv) it will use all reasonable efforts to use efficiently the resources or services necessary to provide the services, (v) it will perform the services in a cost-effective manner consistent with the required level of quality; and (vi) it shall provide the services using reasonably current technology that will enable Customer to take advantage of reasonable technological advancements and manage public sector services in a state of the art business-like fashion.

29.2. Licensor represents and warrants that it shall not knowingly insert or introduce, or allow the insertion or introduction of any virus into the software at any time during the term of this Agreement, including upon expiration or termination of this Agreement, for any reason.

29.3. Licensor represents, warrants, and agrees that to the best of Licensor's knowledge:

29.3.1 Neither Licensor nor any of its affiliates, nor any employee, agent or representative of either, has, shall have, or shall acquire, any contractual, financial, business, ownership or other interest, direct or indirect, that would conflict in any manner or degree with Licensor's performance of its duties and responsibilities to Customer under this Agreement or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement; and Licensor shall promptly inform Customer of any such interest that may be incompatible with the interests of Customer;

29.3.2. Neither Licensor or any of its affiliates, nor any employee, agent, or representative of either, has used or shall use, directly or indirectly, any Customer Confidential Information acquired in the award or performance of the Agreement to obtain financial gain for Licensor, or any such affiliate or employee, agent or representative or a member of the immediate family of any such employee, agent or representative;

29.3.3. Neither Licensor nor any of its affiliates, nor any employee, agent or representative of either, has accepted or shall accept another Customer contract that would impair the independent judgment of Licensor, or any such affiliate or employee, agent or representative in the performance of this Agreement;

29.3.4. Neither Licensor nor any of its affiliates, nor any employee, agent or representative of either, has accepted or shall accept anything of value (including, but not limited to, future value such as stock options or promise of future compensation or employment) based on an understanding that the actions of Licensor or any such affiliate or employee, agent or representative, taken on behalf of Customer or pursuant to this Agreement, would be influenced in any manner; and Licensor, its affiliates, or their

employees, agents or representatives, shall not attempt to influence any Customer employee by the direct or indirect offer of anything of value;

29.3.5. Neither Licensor nor any of its affiliates, nor any employee, agent or representative of either, has paid or agreed to pay any Person, other than bona fide employees, contractors or subcontractors, working for Licensor or such affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement; and

29.3.6. The prices presented in Licensor's responses to Customer's Request for Proposal for provision of the Services (the "Responses") were arrived at independently, without consultation, communication, or agreement with any other submitter or vendor for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Licensor to any other submitter or vendor; and no attempt was made by Licensor to induce any other Person to submit or not to submit a proposal for the purpose of restricting competition. Licensor certifies and warrants to Customer that, with respect to this Agreement, Licensor never directly or indirectly entered into a combination, collusion, undertaking or agreement with any other competing vendor (i) relative to the price(s) proposed by Licensor, (ii) to prevent another vendor from submitting a proposal, or (iii) to induce a vendor to refrain from submitting a proposal.

29.4. Licensor, on behalf of itself and its affiliates, represents and warrants that it has, and promises that it shall maintain throughout the term of this Agreement, a financial condition commensurate with the requirements of this Agreement. If, during the term of this Agreement, Licensor experiences a change in its financial condition that adversely affects Licensor's ability to perform under this Agreement, then Licensor shall immediately notify Customer of such change in writing. Such an adverse change in its financial condition requiring notice hereunder shall include, but shall not be limited to: (a) the institution of proceedings whereby all, or substantially all, of Licensor's any affiliate's assets are placed in the hands of a receiver, conservator, trustee or assignee for the benefit of Licensor's creditors; (b) any creditor of Licensor, or an affiliate institutes judicial or administrative process to execute on, attach or otherwise seize any of Licensor's, or any of its affiliate's assets; (c) Licensor or an affiliate becomes a debtor in any case filed under the Bankruptcy Code or similar law providing relief to bankrupt or insolvent debtors. Upon receipt of such notice, Customer may request such financial, legal and business information concerning any such changed financial circumstances, and Licensor shall furnish such information within ten (10) days thereafter.

29.4.1. To the best of Licensor's knowledge, Licensor represents and warrants that (1) all financial statements, reports, and other information furnished by Licensor to Customer as part of its responses or otherwise in connection with the award of this Agreement fairly and accurately represent the business, properties, financial condition, and results of operations of Licensor as of the respective dates, or for the respective periods, covered by such financial statements, reports, or other information; and (2) since the respective dates or periods covered by such financial statements, reports, or other information, there has been no material adverse change in the business, properties, financial condition, or results

of operations of Licensor and any Affiliates or subcontractors upon whose financial data such statement, report or other information is based.

29.5. To the best of Licensor's knowledge, Licensor represents that there is no pending or anticipated civil or criminal litigation in any judicial forum that involves Licensor or any of its Affiliates or subcontractors that will adversely affect Licensor's ability to perform its obligations under this Agreement. Licensor shall notify Customer, within fifteen (15) days of Licensor's knowledge of its occurrence, of any such pending or anticipated civil or criminal litigation. Licensor shall notify Customer, in writing, within forty-eight (48) hours in the event process is served on Licensor in connection with this Agreement, including any subpoena of Licensor's records, and shall send a written notice of the service together with a copy of the same to Customer within seventy-two (72) hours of such service.

29.6. Licensor warrants and represents that at no time during the term of this Agreement or thereafter shall Licensor knowingly use any services, techniques, or products hereunder that infringe upon or violate any patent, trademark, copyright, or other intellectual-property right, now or hereafter existing, nor constitute a misappropriation or unlawful use of any trade secrets. If Licensor obtains actual knowledge that any item used by Licensor to provide the Services becomes, or in Licensor's reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, Licensor shall immediately notify Customer of the same.

29.7. Licensor represents and warrants that: (i) it is an Indiana limited liability company that is qualified and registered to transact business in all Indiana locations where the performance of its obligations hereunder would require such qualification; (ii) it has all necessary rights, powers, and authority to enter into and perform this Agreement, and the execution, delivery, and performance of this Agreement by Licensor have been duly authorized by all necessary corporate action; (iii) the execution and performance of this Agreement by Licensor shall not to Licensor's knowledge violate any law, statute, or regulation and shall not breach any agreement, covenant, court order, judgment, or decree to which Licensor is a party or by which it is bound; and (iv) it has, and promises that it shall maintain in effect, all licenses and permits necessary for it to provide the Services contemplated by this Agreement. Licensor further represents and warrants that: (i) Licensor is an Indiana Limited Liability Company which is wholly owned by its two (2) members, Belcan Engineering Group, Inc and Goodnight Group, LLC; (ii) Belcan Engineering Group, Inc. is an Ohio corporation which owns a 50% membership interest in PVDNet, LLC; (iii) and Goodnight Group, LLC is an Indiana Limited Liability Company which owns a 50% membership interest in PVDNet, LLC. Licensor, Belcan Engineering Group, Inc. and Goodnight Group, LLC covenant that, prior to the Final Project Acceptance Date, they shall not change the ownership interest of Licensor.

29.8. Licensor represents and warrants that it is not knowingly, and promises that it shall not knowingly be, in violation of any laws, ordinances, statutes, rules, regulations, or orders of governmental or regulatory authorities to which it is subject, and has not failed, and shall not fail, to obtain any licenses, permits, franchises, or other governmental

authorizations necessary for the ownership of its properties or the conduct of its business, which violation or failure, either individually or in the aggregate, might adversely affect its business, properties, or financial condition, the consummation of the transactions contemplated by this Agreement, or the performance of its obligations hereunder.

Without limiting the foregoing, if an allegation of non-compliance by Licensor with any such law, regulation, ordinance license, permit or authorization occurs, Licensor shall promptly notify Customer of such charges in writing. Licensor will use best efforts to secure a substantially similar contractual obligation with each of its subcontractors, and will promptly forward any notice of non-compliance received from the subcontractor to Customer

29.9. To the best of Licensor's knowledge, Licensor represents and warrants that all written information furnished to Customer prior to the date this Agreement was signed by or on behalf of Licensor in connection with this Agreement, including the responses, is true, accurate, and complete, and contains no untrue statement of a material fact or omits any material fact necessary to make such information not misleading.

29.10. To the best of Licensor's knowledge, Licensor represents and warrants that neither it, nor any of its affiliates or subcontractors, is in default or breach, or allegedly in default or breach, of any other contract or agreement related to information systems facilities, equipment, or services with the federal or state government, Customer, or any of its political subdivision. To the best of Licensor's knowledge, Licensor further represents and warrants that neither it, nor any of its affiliates or subcontractors, has been a party to any contract for information system facilities, equipment, or services with the federal or state government, Customer, or any of its political subdivisions that was finally terminated within the previous five (5) years for the reason that Licensor or such Person failed, or allegedly failed, to perform or otherwise breached, or allegedly breached, an obligation of such contract. Licensor promises to notify Customer, within five (5) days of its occurrence, if it, or any of its affiliates or subcontractors, is a party to any contract for information system facilities, equipment, or services which is finally terminated for the reason that Licensor or such Person failed or allegedly failed to perform or otherwise breached or allegedly breached an obligation of such contract. Licensor will include a substantially similar contractual obligation with each of its subcontractors, and will promptly forward to Customer any such notice of termination received from the subcontractor.

29.11. Without limiting the generality of the foregoing, Licensor represents and warrants that Licensor and Licensor's subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment, because of race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, handicap, disabled veteran status and Vietnam-era veteran status.

29.12. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO EXPRESS WARRANTIES BY LICENSOR. THERE ARE NO IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

30. Customer's Representations, Warranties, and Covenants

30.1. Customer represents and warrants that, subject the appropriations conditions set forth herein, it has all necessary rights, powers, and authority to enter into and perform this Agreement; that the execution, delivery, and performance of this Agreement by Licensor has been duly authorized by Customer.

30.2. Customer represents and warrants that it shall not knowingly insert or introduce, or allow the insertion or introduction of any virus into the software at any time during the Term, including upon expiration or termination of this Agreement, for any reason.

30.3. Customer warrants and represents that at no time during the Term or thereafter shall Customer knowingly request Licensor to use any services, techniques, or products hereunder that infringe upon or violate any patent, trademark, copyright, or other intellectual-property right, now or hereafter existing, nor constitute a misappropriation or unlawful use of any trade secrets. If Customer obtains actual knowledge that any item used by Licensor to provide the services becomes, or in Customer's reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, Customer shall immediately notify Licensor of the same.

30.4. To the best of Customer's knowledge, Customer represents and warrants that all written information furnished to Licensor prior to the date this Agreement was signed by or on behalf of Customer in connection with this Agreement is true, accurate, and complete, and contains no untrue statement of a material fact or omits any material fact necessary to make such information not misleading.

30.5. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO EXPRESS WARRANTIES BY CITY-COUNTY. THERE ARE NO IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

31. Releases Void

Neither party shall require waivers or releases of any personal rights from representatives of the other in connection with visits to Licensor's and Customer's respective premises. No such releases or waivers shall be pleaded by Licensor or Customer or third persons in any action or proceeding against an employee.

32. Applicability of Uniform Commercial Code

To the extent this Agreement or any order entails the delivery of Software, Software

Products or Services, such software, software products or services shall be deemed "goods" within the meaning of the UCC. This Agreement or an order shall control where there is a conflict in provisions with the UCC.

33. Governing Law

Licensor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. This includes the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by Customer and Licensor to determine whether the provisions of the Agreement require formal modification.

This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the Consolidated City of Indianapolis, County of Marion. Suit, if any, shall be brought in the State of Indiana, County of Marion.

34. Waiver of Breach

No waiver of breach or failure to exercise any option, right or privilege under the terms of this Agreement on any occasion or occasions shall be construed to be a waiver of the same or any other option, right or privilege on any other occasion.

35. Force Majeure

Neither party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control. If any such event of force majeure occurs, the party delayed or unable to perform shall give immediate notice to the other party, and the party affected by the other's delay or inability to perform may elect at its sole discretion to: (a) terminate this Agreement or the affected order solely upon mutual agreement of the parties; (b) suspend such order for the duration of the condition and obtain or sell elsewhere Software, Software Products, or Support Services comparable to the Software, Software Products, or Support Services to have been obtained under the order; or (c) resume performance of such order once the condition ceases with an option in the affected party to extend the period of this Agreement up to the length of time the condition endured. Unless written notice is given within thirty (30) days after the affected party is notified of the condition, this option (c) shall be deemed selected.

36. Severability

If any of the provisions of this Agreement shall be invalid or unenforceable under the

laws of the State of Indiana applicable to the entire Agreement, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Licensor and Customer shall be construed and enforced accordingly.

37. Conflict of Interest

Licensor stipulates that no officer or employee of Customer has been employed, retained, induced or directed by Licensor to solicit or secure this Agreement with Customer upon an agreement, offer, understanding or implication involving any form of remuneration whatsoever. Licensor agrees, in the event of an allegation of substance that there has been a violation hereof, Licensor will cooperate in every reasonable manner with Customer in establishing whether the allegation is true. Notwithstanding any provisions of this Agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by Customer, Customer may request that Licensor take the appropriate legal action to discipline the responsible party.

38. Notices

With the exception of invoices, insurance papers, shipping papers and reports, all notices, demands, or other communications herein provided to be given or which may be given by any party to the other shall be deemed to have been duly given when made in writing and delivered in person, or upon receipt, if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, as follows:

Notices to Customer:

Chief Information Officer

Information Services Agency of Indianapolis and Marion County

200 E. Washington Street, Suite 1942

Indianapolis, Indiana 46204

Notices to Licensor:

PVDNet, LLC

Attention: Eric V. Goodnight

11367 West 275 N

Thorntown, Indiana 46071

or to such address as the parties may provide to each other in writing from time to time.

39. Risk of Loss

39.1 Risk of loss or damage to Software and/or Software Products licensed by Customer under this Agreement shall vest in Customer when the Software and/or Software Products have been received by Customer, or its representative, provided that such loss or damage is not caused by Licensor, employees or its agents.

39.2. Licensor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Licensor's operations under this Agreement, whether such operations be by Licensor or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

A. Worker's Compensation & Disability: as required by laws of the state wherein the work is to be performed

B. Employer's Liability Bodily Injury Accident: \$100,000 each accident.

Bodily Injury by Disease: \$500,000 policy limit

Bodily Injury by Disease: \$100,000 each employee

C. Excess Auto Liability: \$1,000,000 (single limit)(owned, hired & non-owned)

Bodily Injury & Property Damage: \$1,000,000 each accident

D. Umbrella Excess Liability: \$1,000,000 each occurrence and aggregate.

E. Employee Dishonesty and Computer Fraud (coverage for loss arising out of or in connection with any fraudulent or dishonest acts committed by the employees of Licensor, acting alone or in collusion with others, including the property and funds of others in their care, custody or control): \$500,000

F. Errors and Omissions Liability (covering liability for financial loss due to error, omission, and negligence of employees): \$2,000,000

39.3. Certificates of Insurance, naming the City of Indianapolis as an "additional insured," (C. and D. only) showing such coverage then in force (but not less than the amount shown above) shall be filed with the City prior commencement of any work. These Certificates shall contain a provision that coverage afforded and the policies will not be canceled until at least thirty (30) days after written notice has been given to the City.

39.4 With the prior approval of City, Licensor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Licensor shall be responsible for all deductibles.

39.5 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Licensor to the above enumerated amounts. Notwithstanding any other provision of this Agreement, Licensor shall provide all insurance coverage required the documents provided by City.

40. Enumerations, Background and Headings

The enumerations, "Background" and headings contained in this Agreement are inserted for convenience only and are not intended to have any substantive significance in interpreting this Agreement.

41. Incorporation of Appendices

Appendices A through K, and Exhibits I through V, referred to in this Agreement and attached hereto, are integral parts of this Agreement and are incorporated herein by this reference.

42. Entire Agreement

This Agreement, the orders, appendices, and subordinate documents referenced in such orders constitute the entire agreement between the parties with respect to the subject matter contained herein, superseding all previous agreements pertaining to such subject matter, and may be modified only by an amendment executed in writing by authorized representatives of both parties hereto. All prior agreements, representations, statements, negotiations, understandings and undertakings are superseded hereby. Both parties hereto represent that they have read this Agreement, understand it, agree to be bound by all terms and conditions stated herein, and acknowledge receipt of a signed, true and exact copy of this Agreement.

43. Specifications

Licensor reserves the right, without prior approval from or notice to Customer, to make changes to the Software and Software Products and to substitute Software and Software Products reflecting those changes provided the Software and Software Products delivered substantially conform to the new specifications.

44. Third Party Software

Customer shall have sole responsibility to obtain and pay for any third party software necessary or desirable to operate the Software.

45. Non-Discrimination

Licensor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or

United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

46. Accessibility.

Customer is committed to inclusion and universal access in all Services and programs. All new equipment and software should comply with Section 508 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, as amended, and integrate with assistive technologies used by persons with disabilities.

47. Interpretation and Reference.

In the event of a dispute regarding the Agreement requiring invocation of parol evidence in its interpretation, priority shall be given to the Customer Request for Proposals ("RFP") and Licensor's written response in interpreting the meaning of ambiguous terms or the intent of the Parties, provided, however, that the express terms of this Agreement shall at all times be controlling. In the event of a discrepancy between a term as defined in RFP and as defined in Licensor's Response, the definition set forth in the RFP shall be controlling.

48. Liquidated Damages

48.1 The implementation schedule for the Software has been defined so as to meet critical deadlines ("Milestones") for Customer and its objectives. If the Software is not implemented in substantial accordance with the project schedule agreed upon by Licensor and Customer, due to the sole fault of the Licensor, Customer and Licensor acknowledge and agree that Customer will incur loss and damages. Licensor and Customer shall determine whether Licensor has implemented the Software according to the project plan. If the Software has not been implemented according to the project plan, Licensor shall request a Change Order to notify the Customer that the Software will not be implemented in a timely fashion. If Customer refuses to agree to a Change Order, the Licensor shall have a period of time to cure the Defect ("Cure Period") as set forth in Section 1.24.

48.2 If Licensor has not remedied the matter within the Cure Period, Customer may be entitled to liquidated damages. Loss and damages will be assessed in the amount of One Thousand Three Hundred Dollars (\$1,300) for each calendar day that Licensor has failed to remedy the matter after the termination of the Cure Period.

Customer may withhold loss and damages from payments to Licensor as such damages accrue, or, at Customer's discretion, withhold loss and damages from any payments due or that become due pursuant to the Agreement, including retainage and final payment

48.3 Licensor shall not be liable for loss and damages that arise from delays caused by natural Force Majeure Events as defined in Section 35. Licensor shall receive a day-for-day credit for delays caused solely by Customer.

49. Minority Business Enterprises/Women's Business Enterprises Participation

49.1 Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) shall have the maximum feasible opportunity to participate in the performance of this Agreement. Consequently, Customer and Licensor agree that the total percentage goal for MBE and WBE participation on this Agreement is set at 22% of the labor portion associated with the contract price as set forth in Section 9.1. While the respective percentages of MBE and WBE participation may change during the term of this Agreement, Licensor shall make a good faith effort to include both MBE and WBE participation in Licensor's performance of this Agreement.

49.2 Licensor shall fax *OR* mail the attached Subcontractor/Supplier Payment report by the 15th of each month to:

Fax # - (317) 327- 4493
Address – Eric Swedberg
Purchasing Division, Suite 1522
200 E Washington Street
Indianapolis, IN 46204

50. Certification

50.1. Within eighteen (18) months of the final execution of this Agreement, Licensor shall obtain certification for the Software from the Indiana Department of Local Government Finance ("DLGF") in accordance with Indiana law; provided, however, this provision shall not apply if 1) Licensor's failure to obtain certification within the time frame set forth herein is the result of delay caused by DLGF, and 2) Licensor provides Customer with reasonable proof of the same.

50.2. Except as provided in Section 50.1, if Licensor has not obtained certification for the Software within eighteen (18) months of the final execution of this Agreement, then within fifteen (15) days of said eighteen (18) month anniversary date, Licensor shall pay Customer the costs Customer would incur in purchasing a certified system at the then-current market price. Such costs shall not exceed the amount of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first written above.

PVDNet LLC

By: 

Printed: ERIK V. GOODNIGHT

Date: 12-1-06

Customer

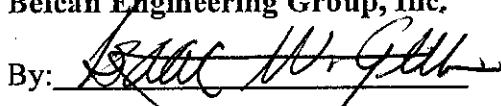
By: 

Printed: _____

Date: 12-1-06

Signatory as to Sections 14 and 15

Belcan Engineering Group, Inc.

By: 

Printed: ISAAC W. GILLIAM

Date: 12/01/06

☐ APPROVED FOR EXECUTION

☒ APPROVED AS TO AVAILABILITY OF FUNDING:

By: 

Robert J. Clifford, Controller

Date: 6-11-07

①

APPROVED AS TO FORM AND LEGALITY:

By: 

Kareem A. Howell
Special Assistant Corporation Counsel

Date: 12/1/06

Authorized by the Board of _____, on _____, 2006.
ATTEST (if necessary):

By: _____
Board Secretary

Date: _____

APPENDIX A – CUSTOMER AFFILIATES

Per the original request for proposal the Customer has listed the following organizations that will or may have need to access the PVDNet software.

- Township Assessors
- Township Trustees
- Marion County Auditor
- Marion County Treasurer
- Marion County Assessor
- Marion County Recorder
- Marion County Surveyor
- City of Indianapolis department of Metropolitan Development (DMD)
- Law enforcement (local and federal)
- Health & Hospital Corporation
- City of Indianapolis Department of Public Works (DPW)
- Metropolitan Indianapolis Board of Realtors (MIBOR)
- City of Indianapolis – Office of the Mayor
- Prosecutors Office
- City of Indianapolis – Corporation Counsel

APPENDIX B – CUSTOMER SPECIFIC ENHANCEMENTS

The requested customizations by the Customer can be found in the following sections of this contract:

- The Best and Final Offer – see Exhibit I
- Information included in the Original Request for Information from the City of Indianapolis and Marion County – see Exhibit II
- Information included in the Belcan / GUTS response to the Request for Information – see Exhibit III
- Information included in the GAP Analysis activities of October 2005 – see Exhibit IV
- Information included in the Statement of Work (SOW) – see Exhibit V

APPENDIX C – SOFTWARE ACCEPTANCE PLAN

A software acceptance plan will be negotiated between the Licensor and the Customer prior to the final installation of the product. This plan will be agreed to by both parties and then become Appendix C of this document.

APPENDIX D – ORDER FORM

PVDNet LLC is providing a state certifiable, fully integrated property management system to the City of Indianapolis and Marion County.

Due to the complex nature of the work to be completed and the requested customizations by the Customer the “Order Form” is being replaced with the information included in the following sections of this Agreement:

- The Best and Final Offer – see Exhibit I
- Information included in the Original Request for Information from the City of Indianapolis and Marion County – see Exhibit II
- Information included in the Belcan / GUTS response to the Request for Information – see Exhibit III
- Information included in the GAP Analysis activities of October 2005 – see Exhibit IV
- Information included in the Statement of Work (SOW) – see Exhibit V

APPENDIX E – PROPOSED HARDWARE

The Customer has elected to purchase, install and manage, their own hardware for the PVDNet software. The proposed hardware specifications are included after this page.

APPENDIX F – FEE SCHEDULE

The fee for this project is \$3,800,000.00 as included in the Best and Final Offer – see Exhibit I. The payment schedule is included in Appendix G.

APPENDIX G – TERMS OF PAYMENT

The negotiated payment schedule is included in Section 7.1 of the SOW (Exhibit V).

APPENDIX H – MAINTENANCE AGREEMENT / FEES

Annual Support Services / Maintenance as described in the Best and Final Offer (BAFO), includes telephone support, software updates, legislative changes and changes required by the DLGF or state board of accounts, and upgrades to documentation.

Annual maintenance will be paid by January 15th each following year.

Annual Fee	\$268,000.00
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APPENDIX I – DATA CONVERSION SERVICES / FEES

The Customer has agreed to participate in the data conversion effort for the implementation of the new PVDNet software. The Licensor will provide a “**target data base**” complete with documentation, to the Customer and it will be the responsibility of the Customer to load the target data base with the necessary data from the legacy systems in the format required. The Licensor will be available for consultation but will not participate with any data manipulation prior to acceptance of the data in the target data base by the Licensor. When the Customer reports to the Licensor that the data has been delivered, the Licensor will verify the data via reports and/or automated tools. The results of this exercise will be shared with the Customer. If the delivered data by the Customer to the target data base is found to be incomplete, incorrect or generally not acceptable, the Customer will be notified by the Licensor and the Customer will be required to correct the data deficiencies. When the Licensor has determined that data in the target data base is correct, the Licensor will move the data from the target to the “Production Data Base”. It is the responsibility of the Licensor to ensure the move of all data from target to production and to run necessary reports to verify data integrity and to share these reports with the Customer. The Customer will be required to sign off on this exercise every time a new data load is performed.

The Licensor will not accept any responsibility for the integrity of the data delivered. The Customer is responsible to validate the integrity of the data as a part of the deliverance process to the target data base. The customer is responsible for all data cleansing, data structuring and validity.

APPENDIX J – CUSTOMER SPECIFIC SOFTWARE

PVDNet LLC is required by this Agreement to include integration to a number of products or softwares currently owned by Customer that are described in detail in the following information included in this Agreement:

- The Best and Final Offer – see Exhibit I
- Information included in the Original Request for Information from the City of Indianapolis and Marion County – see Exhibit II
- Information included in the Belcan / GUTS response to the Request for Information – see Exhibit III
- Information included in the GAP Analysis activities of October 2005 – see Exhibit IV
- Information included in the Statement of Work (SOW) – see Exhibit V
- Information included in the Project Plan – see Exhibit VI

APPENDIX K

BELCAN MARKS

Belcan Mark	Serial Number	Registration Number
PVDNet	76/386,869	2,739,795
PVDCollect	76/386,868	2,739,794
PVDView	76/386,866	2,680,641
PVDManage		2,800,484*
PVDField		2,800,485*

Acceptance

The terms and conditions of this Statement of Work are provided in the PVDNet License, Implementation and Maintenance Agreement ("Agreement") number executed December 1 2006. City of Indianapolis Information Services Agency of Indianapolis/Marion County (ISA) and PVDNet have caused this Statement of Work to be signed by their duly authorized representatives to perform the services at the prices described in this Statement of Work:

Agreed for:

City of Indianapolis and Marion County

Name: _____
Signature: [Signature] Date: 12-1-06
Title: _____

Agreed for:

PVDNet LLC

Name: Eric V. Goolsby
Signature: [Signature] Date: 12-1-06
Title: PRESIDENT

Statement of Confidentiality

The information in this Statement of Work (SOW) constitutes Confidential Information of PVDNet and City of Indianapolis/Information Services Agency (ISA) of Indianapolis/Marion County.

Trademarks

Product names mentioned in this document may be trademarks or registered trademarks of their respective companies and are hereby acknowledged.

**City of Indianapolis & Marion County
Property System Replacement Project
Statement of Work Attachment**

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1 Project Overview

1.1 Project Summary

The purpose of this project is to implement PVDNet as the "Property System Replacement" for the City of Indianapolis / Marion County (CC) legacy property management system. PVDNet is comprised of three Primary modules, Auditor, Treasurer and Assessor. In addition this project will include development and implementation of two additional modules the on-line system for internet access by the public and the GIS module agreed to during the final negotiations. There are six integration developments as well that will be accommodated by this project. These are as follows System Innovators (SII), the CC Master Address Database (MAD), Tidemark permitting system, Income Works assessment software, MIBOR, and Legato Imaging software. PVDNet will be used by both City and County personnel in these offices to manage the property tax functions, assessment of real and personal property and tax billing.

The project will be implemented with cooperation between several parties. The parties include the Property Project Steering Committee, Information Services Agency (ISA), PVDNet LLC (PVDNet), Daniels and Associates Inc. (DAI), Northrop Grumman (NG), the CC Subject Matter Expert Teams (CC-SME's), other outside integration partners and vendors and the general user community.

The implementation of this project will be extensive and will require numerous tasks, many running in parallel with one another. A comprehensive project plan is a part of this statement of work and is attached to this document.

2 Project Scope

This project will be managed jointly by project managers from ISA and the PVDNet team. The lead project manager from each organization will serve as the single point of contact (SPOC) for each group. The SPOC will be responsible for the dissemination of information to their respective teams and will attend all project meetings. If the SPOC is not available to attend a meeting a replacement will be provided. The functions of these project managers will include but not be limited to the following;

- Establish and maintain the project plan and schedule for this project
- Establish, implement, and manage the project's change management and control process
- Quality Management and Control of the implementation
- Risk management and control of the implementation
- Issue management and resolution for the implementation
- Incident reporting and resolution process for the implementation
- Issue weekly Status Reports and communications for this project
- Coordinate meetings of third party vendors with PVDNet/ISA/NG and CC-SME's
- Coordinate efforts as described in the plan between all involved parties.
- Prepare and deliver monthly status briefings for Property Project Steering Committee regarding this project

- Work with ISA to establish and execute on the Project's Communication Plan for this project
- Financial Management of the Project
- Coordination of PVDNet/ISA/NG and CC-SME's activities
- Work with ISA in their preparation of projects purchase and/or service orders for hardware and software for execution by ISA/NG – Note: Hardware purchases require a six (6) to eight (8) week lead time

2.1 Roles and Responsibilities

The following table identifies the roles, responsibilities, resources, and time commitments for the participants in the Property System Replacement project. The table outlines the roles and responsibilities of key personnel from PVDNet, IT Steering Committee, ISA, DAI, NG, CC-SME's and the user community.

The roles and responsibilities defined for this project include:

Role	Responsibilities	Time Commitment	PVDNet Personnel	ISA / CC Personnel
Property Project Steering Committee	<ul style="list-style-type: none"> ○ Oversees contract compliance and monitors overall activity of project ○ Provides updates to other City County authorities 	Monthly and as needed		Consists of key functional area office, agency and department heads
Executive Owner	<ul style="list-style-type: none"> ○ Has ultimate authority over and is responsible for the project from an ISA perspective. 	As needed		Shital Patel
Executive Director	<ul style="list-style-type: none"> ○ Has ultimate authority over and is responsible for the project for PVDNet. ○ Approves changes to the scope, deliverables and contractual changes. 	As needed	Eric Goodnight	
Executive Sponsor	<ul style="list-style-type: none"> ○ Has ultimate authority over and is responsible for the project ○ Approves changes to the scope. ○ Approves deliverables and policy changes 	As needed		TBD
Project Manager	<ul style="list-style-type: none"> ○ Develops the project definition and project plan ○ Has authority over and responsibility for delivery of the project. ○ Manages the business aspects of the project including project financial controls and budgeting ○ Controls issue resolutions, change requests, and makes user resources available ○ Directs and manages project's change control process ○ Performs ongoing audit of project and approves milestones and deliverables 	80% - 85% dedicated to the project	Curt Grasso	Dan Pavey

	<ul style="list-style-type: none"> ○ Preparation and distribution of Project Status reports ○ Prepares for and conducts briefings for Executive Committee meetings 			
Lead Developers	<ul style="list-style-type: none"> ○ Experts with ASP.Net, SQL Server, Visual Basic, GIS applications, Object oriented development and Systems Architecture ○ Provides overall solution architecture, development and design expertise. ○ Manages technical developers and project team to deliver various project components. ○ Responsible for loading converted data from the Extract/Transform/Load Tables (ETL) into the new system 	90% dedicated to the project	Grant Goodnight Aaron Gold John Nicholson	
Technical Developers	<ul style="list-style-type: none"> ○ Assists with overall solution development and testing. ○ Assists with system documentation ○ Works with Lead Developers to deliver various project components. 	90% dedicated to the project. Specific developers will be used during specific phases and/or components of the project.		
Technical Liaisons	<ul style="list-style-type: none"> ○ Works with PVDNet to create specifications for hardware / software platform ○ Works with ISA / NG/CC to assist in installation and testing of hardware 	20% dedicated to the project.	John Stansell	
City County Subject Matter Experts (CC-SME's)	<ul style="list-style-type: none"> ○ Work with project team to certify and test system processes ○ Provides source information to the team on current system, business processes and performs system validation. ○ Participates in identification of business / system requirements ○ Participates in Integration Testing ○ Participates in Validation and User Acceptance Testing ○ Participates in Performance Testing ○ Responsible for cleansing converted data 	As needed		The C/C SME's will be designated by the various entity heads. Their role as property project SME will be given a high priority by both the SME and associated entity.
SME Liaisons	<ul style="list-style-type: none"> ○ Facilitates communication between office holders and project team ○ Monitors and reports to Executive director, project managers, lead developers of any concerns, problems etc. 	85% - 90% dedicated to the project.	Greg Jordan	
Technical Support	<ul style="list-style-type: none"> ○ Desktop and Server Systems and Network Security and Administration 	10-30%	John Stansell Chad	

	<ul style="list-style-type: none"> ○ Participates in identification of business / system requirements ○ Participates in Integration Testing ○ Participates in Validation and User Acceptance Testing ○ Participates in Performance Testing 		McDonald	
DAI	<ul style="list-style-type: none"> ○ Responsible for extracting data from the current legacy system into Extract/Transform/Load (ETL) Tables ○ Will assist with meetings with CC-SME's as required. ○ Participate with CC system testing ○ Provide procedure knowledge of existing processes 	85 -100%		Mike Darland
NG	<ul style="list-style-type: none"> ○ Provide technical expertise and resource for hardware and software configuration 	5%		

3 Project Approach

Throughout the development lifecycle, PVDNet has been built around the knowledge and expertise of County office holders and County Government subject matter experts. In other words built by users for users. This allows the application to not only perform the necessary functions but to do so in a manner that creates optimum workflow in and between the offices. We will continue to utilize this knowledge and experience of office holders and subject matter experts during the finalization of requirements and testing of functionality contained in the software product.

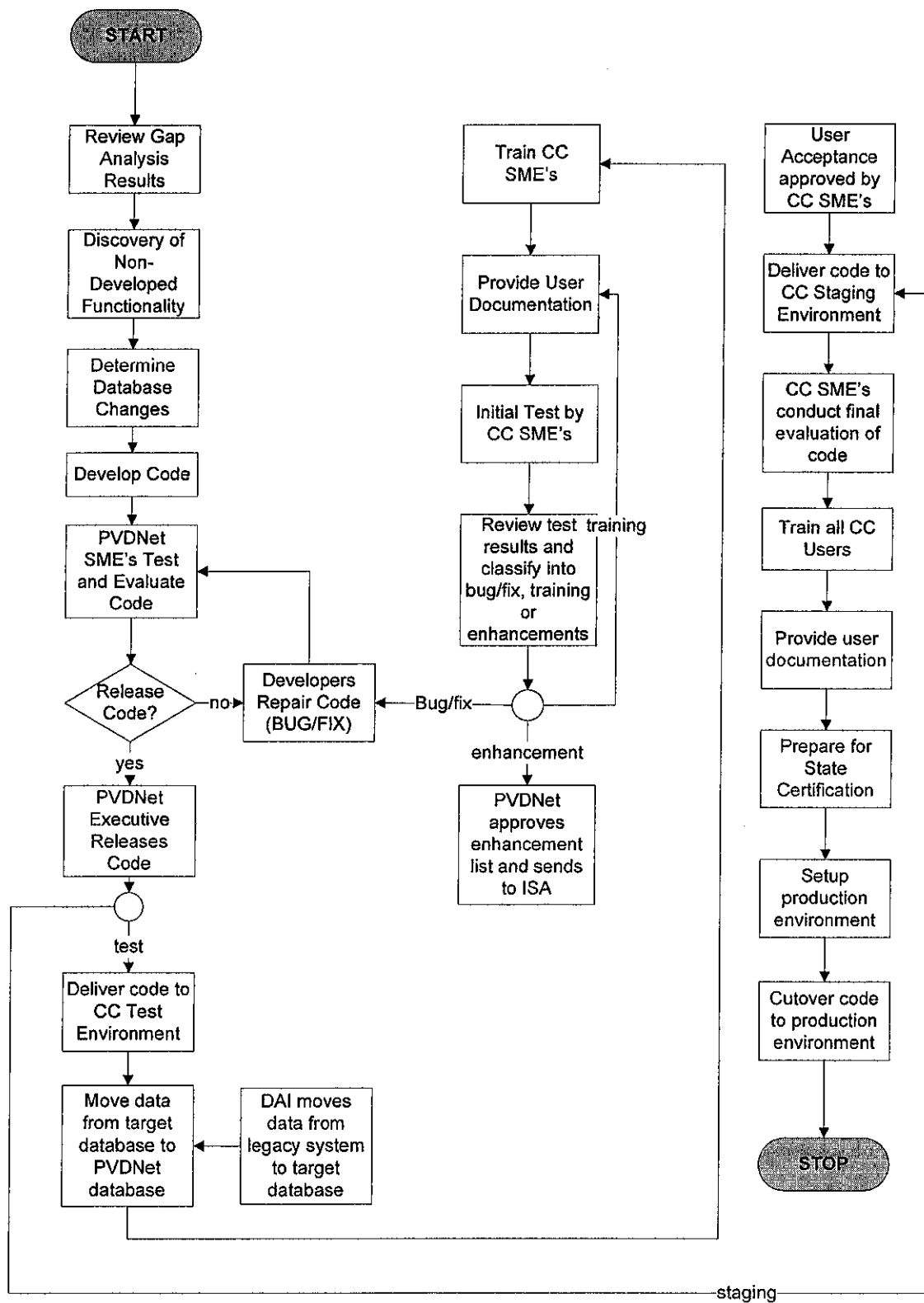
3.1 Project Workflow Steps

The following diagram shows a typical design process used for the development or integration of the following:

- Assessor Module version 3.1 – existing functionality
- Assessor Module version 3.1 rev1 – standard functionality
- Assessor Module version 3.1 rev2 – standard functionality
- Assessor Module version 3.2 – GCK tables, customized functionality
- Auditor Module version 3.1 – standard functionality
- Auditor Module version 3.2 – customized functionality
- Treasurer Module version 3.1 – standard functionality
- Treasurer Module version 3.2 – customized functionality
- Tax Sale Standalone – customized functionality
- County Assessor – Appeals and Exemptions – customized functionality
- GIS Module – customized functionality
- On-Line Module - customized functionality
- Interfaces:
 - System Innovators
 - Tidemark
 - Document Management

- Master Address Database
- PVDNet Tax Sale Integration
- Income Works
- MIBOR

PROJECT WORKFLOW APPROACH



3.2 Milestone Tasks

The project approach is defined in the milestones project plan (section 7 of this document) submitted to City of Indianapolis and Marion County, and the RFP response delivered on July 25, 2005. This section seeks to explain and expand on those items in order to define the separate tasks. This task list is not meant to be chronological as some tasks run concurrently.

3.2.1 ISA Code Review

The ISA code review will be a cooperative effort between the PVDNet team and ISA. It is anticipated that the exploratory stage will take 3-5 days and a report will be generated to communicate the findings to the major stakeholders of the project. The objective of the code review is to examine the system architecture and scalability. Potential bottlenecks and inefficiencies will be reviewed and recommendations as to future changes and architectural direction will be made where appropriate.

- *“Signoff by ISA/PVDNet of revised project plan”, (Task Id 249).*

3.2.2 Project Conversion

Target databases will be created by PVDNet and submitted to DAI/ISA for populating data from the legacy systems for the Assessor, Auditor and Treasurer Modules. Data from the target database will be uploaded by PVDNet into the PVDNet software. Several quality assurance steps will be conducted to review the integrity and completeness of data prior to migrating to the production environment. City/County SME's will be responsible for cleansing the converted data as needed.

The conversion effort will require multiple data sources to be coordinated to merge information into the PVDNET® database. The primary data sources to be reconciled include:

Auditor Information

- Property and Ownership Information – Property System
- Deductions and Exemptions – Property System
- Tax Rate Information – Property System
- TIF Information – Excel
- Tax Sale Data – Access
- Settlement Data – Excel

Assessor Information

- CAMA Data for Real Estate – CAMA System
- Property Data for Personal Property – Property System
- CAMA Data for Mobile Homes – CAMA System
- Sketches – CAMA System/AutoCAD
- Images – Various Formats
- Sales Data – Access/MIBOR
- Permit Data – Tidemark
- Appeals – County Assessor System

Treasurer Data

- Credit Card Transfers – Access
- Credit Card Payments - Access
- Automatic Debit Program – Access
- ACH file for Advances/Distribution to Units of Government – Mainframe/Access
- Billing & Payment Data – Property System/System Innovators
- Surplus Payments – Access
- Bankruptcy – Access
- Judgments – VSAM File
- Mortgage Company Information (TSD) – Property System/Access
- Tax Sale Data – Access
- Mobile Home Permits – Access
- ABC Permits – Access
- Bad Checks – Access
- Special/Additional Assessments – Access
 - Special Assessment Data
 - Storm Water – Property System
 - Solid Waste – Property System
 - Sewer – Property System
 - Weed – Property System
 - Barrett Law – Property System
 - Health & Hospital – Property System
 - Tax Sale Administrative Costs – Property System
 - Title Search Fee – Property System
 - Bankruptcy Filing Fee – Property System
 - DMD – Property System
 - Bad Check/Return Check – Property System
 - Ben Davis Conservancy – Property System
 - Plus ability to add more

It is anticipated that most or all of these datasets will be linkable by parcel number and tax year. In some cases address linking may be required, which will involve additional development effort and considerable QA and data cleansing.

Preliminary Target Database 3.1

- *“Signoff by ISA/DAI/PVDNet of preliminary target database – Assessor”, (Task Id 255)*
- *“Signoff by ISA/DAI/PVDNet of loaded preliminary target database - Auditor/Treasurer”, (Task Id 269)*

3.2.3 Load and Stress Test

Load and stress tests will be conducted on PVDNet after the delivery of both versions 3.1 and 3.2. Test scripts will be defined, written and conducted on the PVDNet application to

emulate user activities. Test results will be analyzed to determine the responsiveness of the PVDNet application in terms of supporting the expected volume of users for the City-County. Findings and suggested modifications to PVDNet from the load and stress test will be evaluated and agreed upon and included in the project plan if applicable.

- *“Signoff by ISA/PVDNet on results and recommendations from Load and Stress Test”, (Task Id 289)*

3.2.4 Assessor Module

The initial install of the Assessor module will be performed in late-December, 2006 and will be the first release of the 3.1 version of the software. This version will include all the functionality of the current system. No data will be delivered with this initial software delivery except for a few test parcels. The software will be tested by the Township Assessors who will build their own parcels in the system and report any potential process or bug issues to the PVDNet Team. An initial training session will be provided to assist users in performing testing. The features not available in this version which will be in the final release (v3.2) include:

Enhanced GCK Module with Customized Pricing Ladder
Complete Reporting Functionality
Performance Optimizations
Trending
Appeals

The trending component will be initiated when the DLGF release the trending guidelines and will be completed to allow sufficient time to implement trending on the schedule required by the DLGF.

In parallel with this testing PVDNet will deliver the target database to the DAI/ISA City/County team and they will begin populating the database with data from the existing legacy CAMA system. This process is expected to continue until early May, 2007 when the PVDNet team will convert the target database into the optimized PVDNet native data format.

Minor modifications are anticipated during the test period to accommodate issues uncovered by the user acceptance and load and stress testing.

Marion County Assessor functionality will be included in the Assessor Module. The County Assessor's Office is responsible for processing the Real Estate Tax Appeals. Data entry for tracking the appeals, scheduling of hearings and printing notices is required. On line filing will expedite the appeal process.

Additionally, the County Assessor's office is responsible for processing the Exemption Applications, which are on a two (2) year filing cycle. These applications need to be

tracked so that other entities can see who is requesting tax exemptions, and the impact of that loss of assessed value. The ability to electronically transmit the applications to the township and DLGF is required. Detailed reporting by all fields is also required. The functionality for this office will be verified and documented in the gap analysis and discovery of non-developed functionality for v 3.1 (Assessor Module).

Initial Delivery of v 3.1 to CC Test Server (Test environment)

- *“Signoff by ISA/DAI/CC-SME's/PVDNet for new code drop”, (Task Id 350)*

User Acceptance of v 3.1 rev1

- *“Signoff by ISA/DAI/CC-SME's/PVDNet on acceptance”, (Task Id 416)*

Final Data Conversion v3.1 rev1

- *“Signoff by ISA/DAI/NG/PVDNet”, (Task Id 469)*

After version 3.1 revision 1 is finalized work will commence on version 3.2. Version 3.2 has not been fully defined, but will include all the customizations outlined in the PVDNet proposal to the City/County dated July 2005. The target date for installation of version 3.2 is August 2008. Additional training will be provided on the new and modified features of the system.

User Acceptance of v3.2 rev1

- *“Signoff by ISA/DAI/CC-SME's/PVDNet”, (Task Id 594)*

Final User Acceptance of PVDNet v3.2 rev1 certified product

- *“Signoff by ISA/DAI/CC-SME's/PVDNet that project is complete and ISA/DAI/CC-SME's accept this portion of the product”, (Task Id 696)*

3.2.5 Auditor Module

This includes the primary components required by the Auditor and outlined in the RFP as deliverable under version 3.1 and 3.2. The Auditor will have the ability to search records by several means, including name, property location, and parcel number. The Auditor will be able to apply exemptions and deductions, perform Auditor's Corrections (ACs), administer TIF parcels, and perform semi-annual distribution and settlement.

Initial Delivery of v 3.1 and v 3.2 to CC Test Server (Test environment)

- *“Signoff by ISA/DAI/CC-SME's/PVDNet for new code drop”, (Task Id 757)*

User Acceptance of v 3.2 rev1

- *“Signoff by ISA/DAI/CC-SME's/PVDNet”, (Task Id 824)*

Final Data Conversion v3.2 rev1

- *“Signoff by ISA/DAI/NG/PVDNet”, (Task Id 928)*
- *Final User Acceptance of PVDNet v 3.2 rev 1 certified product (Auditor Module),*

(Task Id, 933)

3.2.6 Treasurer Module

This includes the primary components required by the Treasurer and outlined in the RFP as deliverable under version 3.1. The Treasurer will have the ability to search records by several means, including name, property location, and parcel number. The Treasurer will be able to apply payments, balance cash drawers, perform cash modifications (mods), add Special and Additional Assessments, process Tax Statement Distribution (TSD) records, handle all aspects of the Clerk-Judgment process, and print online and batch tax statements.

Initial Delivery of v 3.1 and v 3.2 to CC Test Server (Test environment)

- *"Signoff by ISA/DAI/CC-SME's/PVDNet for new code drop", (Task Id 994)*

User Acceptance of v 3.2 rev1

- *"Signoff by ISA/DAI/CC-SME's/PVDNet", (Task Id 1061)*

Final Data Conversion v3.2 rev1

- *"Signoff by ISA/DAI/NG/PVDNet", (Task Id 1168)*

Final User Acceptance of PVDNet v 3.2 rev 1 certified product (Treasurer Module)

- *"Signoff by ISA/DAI/CC-SME's/PVDNet that project is complete and ISA/DAI/CC-SME's accept this portion of product, (Task Id 1173)*

3.2.7 Interfaces

System Innovators

The Treasurer has requested that PVDNet integrate with System Innovator's iNovah (web-based) cashiering system. Version 3.2 will include this integration, but the PVDNet Team will implement this function prior to Version 3.2 so that the Treasurer will be able to witness a parallel test of processing tax payments, miscellaneous payments, and cashiering reports during the 06 pay 07 billing cycle.

Final User Acceptance System Innovators for v3.2 rev1

- *"Signoff by ISA/DAI/CC-SME's/PVDNet that project is complete and ISA/DAI/CC-SME's accept this portion of the product", (Task Id 1342)*

Master Address Database (MAD) Interface

PVDNET will be customized to validate addresses against the centralized Marion County Master Address Database. PVDNET addressing capabilities will be upgraded to provide optimal addressing for both physical and mailing addresses. An interface will also be provided to allow other applications to validate addresses in a similar way to PVDNET

using both the Master Address Database for physical parcel addresses and the postal service CASS certification software for mailing and other addresses.

It is desirable that the addresses on all City-County systems be centrally validated; however, it is difficult to ensure that other proprietary software whose code can only be modified by the vendor adheres to addressing standards. The PVDNet team can provide tools, which either the vendor or user can utilize to ensure addresses conform to the standards. The master address database will automatically validate existing addresses against the USPS CASS Certification software and the City streets database. Based on the results of the certification, a status will be assigned to the address. The address will also be given an address type and category.

The address categories will be:

Physical Address – An address that describes a location within Marion County

Mailing Address – An address not verified against the Marion County Master Address Database but it will be validated against the USPS CASS Certification software.

Temporary Address – An address not verified against the Marion County Master Address Database, with a start and end date. On expiration the primary mailing address is utilized. The temporary address will be validated against the USPS CASS Certification software.

The address types will include:

Parcel Address – The master address for a parcel.

Secondary Address - A building or unit address other than the master address.

Other Address – An alternative address for the location for a corner lot or an historical unofficial address or alias.

The address status field will include:

Postal Service Address Certification – Address validated against the USPS CASS Certification and Delivery Point Validation databases.

New Address – Newly created address, not yet recognized as valid.

Local Address – City Address, abbreviation, alias or convention validated against the Marion County Master Address Database

Foreign Address – An address not in the USA

Uncertified Address – An official address not certifiable

Final User Acceptance MAD for v3.2 rev1

- *“Signoff by ISA/DAI/CC-SME's/PVDNet that project is complete and ISA/DAI/CC-SME's accept this portion of the product”, (Task Id 1508)*

Accela Automation or Tidemark Advantage

The Accela Automation or Tidemark Advantage system will be a valuable source of

information for the property system and vice versa. The link will be bi-directional to allow permits to be queried from the property system and parcel and address information to be populated in Accela/Tidemark from the property system. The PVDNet team has extensive experience working with the Oracle database.

The SQL based Tidemark system is well documented and the specific fields required for the property system including permit number, date, percent complete, parcel, address, construction type and construction value will be uploaded into PVDNet so that it can be queried using the standard PVDNet user interface. Other fields will also be downloaded or accessed live from PVDNet. Additional information will be displayed, as determined during the initial project scoping session performed by the county and the vendor. The additional information will be displayed by drilling down on the permit detail from within PVDNet.

New parcels created in the property system will be uploaded, as mutually agreed upon, into Accela/Tidemark. A report will be generated to show parcels to be loaded in a specific period. The upload will be performed in consultation with Accela. If more cost-effective, and supportable by the vendor, the data will be directly loaded into the Accela/Tidemark database. Otherwise the data will be loaded using the Accela/Tidemark T32 interface. Also parcels other than those newly created can be requested to be uploaded from property into Accela/Tidemark. Data to be uploaded will include parcel information, property ownership record information, mortgage information and buff card information. Addresses for new construction created in the DMD Division of Compliance, but currently not having a parcel number will also be made available to the property system. A report will be generated to facilitate parcel number creation.

Business names and addresses, if available in Accela/Tidemark, will also be made available to the property system. A link will be created between the primary parcel address and all apartment or suite addresses within the property. This will support occupant notification and assessment functions.

Accela/Tidemark Interface Development Time Frame – The City/County is assessing the possibility of converting from Tidemark Advantage to Accela Automation. Therefore, this scoping of this interface will wait until that decision has been made. The focus of the scoping session will be to determine which of the fields in Accela/Tidemark will be useful to the PVDNet user community and vice versa. In addition, the entire addressing workflow process must first be documented. DMD, ISA/GIS, Assessors, Master Address, Accela/Tidemark and Property will be included in documentation of this workflow process. The interface will be worked on in conjunction with the implementation of the Accela product, with rollout scheduled shortly thereafter. Training and User Acceptance testing will be undertaken prior to putting the interface into production.

Final User Acceptance Tidemark for v3.2 rev1

- *“Signoff by ISA/DAI/CC-SME's/PVDNet that project is complete and ISA/DAI/CC-SME's accept this portion of the product”, (Task Id 1674)*

Income Works

Development of interface to the Income Works by Assessment Advisors Inc. will begin in November 2006 immediately after implementation of version 3.1 of PVDNet. It is anticipated that this tool will be utilized for the trending of commercial properties, so its deployment has been prioritized. A scoping session will be conducted with the PVDNet team, representatives from the township assessors and representatives from Assessment Advisors Inc.

When Income Works is fully integrated the user will initiate Income Works from PVD and the base parcel info will fully populate automatically. This base parcel information includes the parcel number, address, condition, age and square footage, i.e. all income approach based parameters already captured for the cost approach calculation. Intelligent defaults will be made for the additional parameters to streamline the process. When the ranking information is adjusted and verified, such as location, access and traffic, the value may then be calculated. On completion of the calculation the result may be saved back to PVD as an additional parameter, so both the cost and income approach valuations are retained.

Additional functionality has been proposed by the Marion County township assessors which will be documented and designed during the scoping sessions. User acceptance testing will take place in late June 2007 for full deployment in late September 2007. A training session for township assessors will be provided in May 2007 during the User Acceptance period.

Final User Acceptance Income Works for v3.2 rev1

- *"Signoff by ISA/DAI/CC-SME's/PVDNet that project is complete and ISA/DAI/CC-SME's accept this portion of the product", (Task Id 1840)*

Final User Acceptance MIBOR for v3.2 rev1

- *"Signoff by ISA/DAI/CC-SME's/PVDNet that project is complete and ISA/DAI/CC-SME's accept this portion of the product", (Task Id 1998)*

Document Management - Legato and/or Filenet

The document management interface will use the existing document management systems. The document management interface will be available to perform searches from PVDNet that will allow personnel to access existing images including but not limited to: appeals information and parcel drawings

Final User Acceptance Legato for v3.2 rev1

- *"Signoff by ISA/DAI/CC-SME's/PVDNet that project is complete and ISA/DAI/CC-SME's accept this portion of the product", (Task Id 2164)*

PVDNet Tax Sale Integration

Integrating the Tax Sale Standalone system into PVDNet will define what information from PVDNet database and the Tax Sale Standalone database needs to be shared, displayed and reported in either system. Through the integration, either PVDNet or Tax Sale Standalone will operate in an integrated manner and will share information dynamically when either system is modified.

- *“Signoff by ISA/DAI/CC-SME's/PVDNet that project is complete and ISA/DAI/CC-SME's accept this portion of the product”, Task Id 2184)*

3.2.8 State Certification (50 IAC 23-18-2 software certification)

After user acceptance and signoff for 3.1 rev1 version of the Assessor, 3.2 rev 1 versions for Auditor and Treasurer Modules, PVDNet will apply to the DLGF for State certification for the PVDNet software. The DLGF will conduct a series of tests to determine if PVDNet produces the correct outputs for assessing improvement and land values.

- *“Signoff by ISA/PVDNet of certification by DLGF/LSA”, (Task Id 2195)*

3.2.9 Tax Sale Stand-alone

One of the components of the Auditor/Treasurer (v 3.2) module will be to provide the Auditor and Treasurer with the ability to conduct the annual real estate tax sale. Since Version 3.2 will not be implemented until late December of 2007, the PVDNet Team will install a stand-alone Tax Sale module that was developed by GUTS in 2005 and has been used by several Indiana counties to conduct their annual real estate tax sale. This module will be populated with data provided by the Auditor and Treasurer at the end of the 2005 pay 2006 tax collection cycle to enable the Treasurer to comply with Indiana Statute with respect to the tax sale eligibility requirements.

- *“Signoff by ISA/DAI/PVDNet of data requirements for exporting Tax Sale data to legacy system”, (Task Id 2226)*

3.2.10 GIS

The GIS content of the project consists of a number of project deliverables:

- (1) Integrated Web page for GIS display
- (2) External GIS Interfaces
- (3) GIS Viewer and Analysis Tool
- (4) Integrated GIS Parcel Editing Tool

It is anticipated that items (1) & (2) will be delivered in August 2007 with the production release of the Assessor Module of PVDNet. Items (3) & (4) will be delivered in April 2008.

The GIS Viewer will be based on an existing application the PVDNet team has deployed in other locations for viewing, reporting and analysis of GIS data by Assessors.

SSView Functionality:

Streamlined Printing/Plotting using a variety of formats for page sizes letter to E-size
Plotting to Windows Clipboard for Word File Integration
Standard GIS Layer Display / Pan and Zoom tools
Query Builder for Advanced Attribute Queries
Selection Creation Tools
Report Generation and Crystal Reports Integration
User Customizable Query tool
User Customizable Multi Layer Drill Down Query Tool
Distance Measuring Tool
Customized Parcel Number/Owner Name/Address Search Tool
User Customizable Layer Configuration
Buffer Selection Tool
Overlay Tool
Parcel Setback Creation Tool
Sales Comparable Display & Plotting Tool
Subdivision/Neighborhood Analysis Tools
Assessment Analysis Tools
Sales Analysis Tools
Classification Tools to Assist in Neighborhood Creation
Average/Highest Assessment Tools
Plat Book Plotting Tools
Soils Calculation Tool

The GIS Parcel editing tool will operate within the following environment:

1. ESRI's ArcSDE version 9.2 or later data repository.
2. ESRI's ArcGIS Desktop 9.2 or later for editing clients.

The Integrated GIS Parcel editing tool will include the following functionality and characteristics:

Coordinate Geometry tools to allow accurate data entry.
All COGO functions available in the current Assessor interface.
Automatic error notification when closure falls outside of a user defined range.
User defined workflows
These workflows are specifically for processes within each Township office and are in addition to those defined in the larger parcel creation / assessment workflows.
B-Directional interface and data transfer between the GIS and CAMA systems.
Data entry macros and tools to simplify data entry of common features such as subdivisions, parcels, and buildings.
Full support of a data model employing a cadastral fabric of varying degrees of

accuracy. This will allow each township to gradually adjust their data to a more accurate representation if desired.

Full support of pessimistic versioning to allow both "What if" scenarios and supervisory oversight prior to work posting.

Full support of exiting ESRI topology definitions.

Data import tools and filters to assist with import of digital plat data.

Topological polygon management tools to clean the parcel map

Standard drawing tools to update ancillary layers

Data import tools and filters for import of engineer DXF Data

Tools to create and clone standard building types

View of GIS attribute and graphic edits in CAMA system

The detailed specifications will be determined during a scoping session in November 2006. This session will involve the PVDNet team and representatives from the City and County GIS groups.

The application will provide integrated work flow to streamline operation and allow monitoring and control of the parcel management process. Any GIS or CAMA user will be able to check on the status of all new parcels created in the system. As an example the parcels may go through the following steps:

- (a) Parcel Created/Modified in PVDNet by Assessor/Auditor
- (b) Parcel is Created/Modified in GIS
- (c) Assessor Edits Land/Improvements to Value New or Modified Parcel
- (d) Parcel Add/Update is Complete

The GIS user will see in the work list all newly inserted parcels ready to be modified. On completion of the GIS process the parcel will appear in the assessor work list for reassessment. Because the GIS functionality is integrated the assessor changes will automatically default to the correct adjustments for splits and combines. For new subdivisions, tools will be provided to clone and adjust standard buildings.

Initial Delivery of v3.2 to CC Test Server (Test environment)

- *"Signoff by ISA/DAI/CC-SME's/PVDNet for new code drop", (Task Id 2286)*

Final User Acceptance of PVDNet v3.2 rev1 certified product

- *"Signoff by ISA/DAI/CC-SME's/PVDNet that project is complete and ISA/DAI/CC-SME's accept this portion of the product", (Task Id 2448)*

3.2.11 Online System Module

The Assessors and Auditor have requested the ability to allow certain forms to be filled out online (via the Internet). Those forms include personal property forms (i.e. Forms 101, 103, and 104) and exemptions or deductions (i.e. Standard Deduction, Mortgage Deduction, etc.). This online system will enable the taxpayer to enter the data online and then the information will be programmatically transferred to the appropriate fields within

PVDNet, thereby eliminating the need for the office holder to have to manually input the data.

Initial Delivery of v3.2 to CC Test Server (Test environment)

- *“Signoff by ISA/DAI/CC-SME's/PVDNet for new code drop”, (Task Id 2508)*

Final User Acceptance of PVDNet v3.2 rev1 certified product

- *“Signoff by ISA/DAI/CC-SME's/PVDNet that project is complete and ISA/DAI/CC-SME's accept this portion of the product”, (Task Id 2671)*

3.2.12 Final Project Acceptance of PVDNet v3.2 rev1 certified product (Total System)

- *“Signoff by ISA/IT Steering Committee/PVDNet that project is complete and City of Indianapolis and Marion County Accept product”, (Task Id 2678)*

3.2.13 Ongoing Support and Maintenance PVDNet

- *Starting January 1, 2009, PVDNet will provide system support and maintenance – payment due by January 15 of \$ 268,000. Payment for successive years to be made by January 15 of each year.*

4 Definitions and clarification of terms used in SOW

The following definitions are used in the project plan and this SOW and are clarified herein:

CC - City of Indianapolis and Marion County

CC-SME's – City of Indianapolis and Marion County Subject Matter Experts

DAI – Daniels and Associates Inc

ISA – Information Services Agency

MAD – Master Address Database

MIBOR – Marion Indianapolis Board of Realtors

NG – Northrup Grumman

PVDNet – PVDNet LLC an Indiana Corporation

PVDNet-SME's – PVDNet Subject Matter Experts

SII – System Innovators

AC – Auditor's Correction

TC – Treasurer's Correction

Parm - Parameter

Delivery – Making the PVDNet software active on the City/County test server(s) to enable the users to begin testing.

Implementation – Providing the final (finished) product for the City/County to use instead of their current mainframe application.

Parallel Testing –Performing tasks on PVDNet using the same data that is currently being used on the legacy mainframe application in order to verify system output.

Testing Environment – The CC equipment set up and housed as a test environment for the PVDNet personnel and the CC-SME's, and ISA.

Staging Environment - The CC equipment set up and housed as an environment for the PVDNet personnel and the CC-SME's, and ISA to house pristine code and provide a location for final testing prior to production cut-over.

Production Environment - The CC equipment set up and housed as an environment for the full production of the PVDNet software products.

Office Desktops – The CC current or purchased desktop equipment at the City County building, township assessor's offices or any other remote location owned or managed by CC, ISA or NG personnel.

Field Laptops - The CC current or purchased laptop equipment to be used in the field by township assessor's offices and managed by CC, ISA or NG personnel.

Network Environment – The CC network in City Indianapolis and Marion County and managed by NG and ISA.

Microsoft ASP.NET – Program architecture for the PVDNet software.

Foundation Server – PVDNet's development environment under Microsoft's Visual Studio development tool set.

Project - Property System Replacement Project

Severity Levels – technical assessment of the impact of the bug. Severity Levels are defined as follows:

A Critical: the software will not run

B High: unexpected fatal errors (includes crashes and data corruption)

C Medium: a feature is malfunctioning

D Low: a cosmetic issue

Priority Levels - is a subjective evaluation of how important an issue is, given other tasks in the queue or the current schedule. It is relative, shifts over time, and is a business decision. Priority Levels are defined as follows:

P1: drop everything and take care of it as soon as you see this (usually for blocking bugs)

P2: Fix before the next build to test

P3: Fix before final release

P4: we probably won't get to these, but we want to track them anyway

5 Assumptions and Exclusions

5.1 General Assumptions

PVDNet assumes, in its deliverables under this SOW, that this engagement will be conducted with the reasonable assistance and all necessary and reasonable cooperation of Property Project Steering Committee, ISA, DAI, Northrop Grumman and its service providers and consultants providing services during the term of this SOW that impact the work to be performed under this SOW. PVDNet will immediately notify ISA if it requires assistance or cooperation from any ISA personnel which isn't forthcoming in a reasonable time, and will advise ISA in advance if the presence or participation of a ISA vendor or any such third party provider or consultant is required to complete any portion of the deliverables, so that ISA can make reasonable arrangements for the participation of such

party. For the purposes of this section the "Property System Replacement Project" will be referred to as the "project."

The following assumptions are critical to the time and cost resources provided in this SOW, and are intended to result in a successful deployment of the "PVDNet" property system software, and achieve the overall timeline and project objectives for the City/County. In the event any of these assumptions are incorrect or become invalid during the course of the project, PVDNet and ISA will discuss the impact of the incorrect/invalid assumptions. PVDNet has provided a risk management plan (Section 8) of this SOW to mitigate the potential for outcomes that may impact the successful implementation of this project. In the event incorrect/invalid assumptions result in needed adjustments to the project timetable set out in this Agreement, PVDNet and ISA and/or the IT Board will use the project's change control process and/or regular update meetings to assess and address impacts. Assumptions include:

1. PVDNet will make recommendations for specifications of the Hardware and Software. Procurement, Costs and Receipt of Hardware and applicable application and OS licenses associated with this Project are the responsibility of City of Indianapolis and Marion County, ISA and/or NG.
2. The project will be for twenty-two contiguous calendar months. If the amount of time is exceeded, then a change order will be created.
3. ISA will provide 100megabit connections to on-site developer desktops and 1-gigabit connections from shared switches to the data center core where the test and production servers will reside. These links will not be faulty, saturated or have excessive latency. This applies to on-site PVDNet developers residing within the city-county building or the offices at 120 East Market. ISA will be liable for remote developers that are connected via the Internet or other means only to the ISA "edge" equipment. ISA will provide accounts and facilitate access by remote means using industry accepted methods and subject to ISA normal provisioning and security processes.
4. PVDNet assumes that ISA, with access to the Internet and internal City of Indianapolis/Marion County Network, will provide necessary test, staging and production servers for this project.
5. City/County, ISA, and DAI will provide staffing for availability of key team roles, including the core team, functional and IT subject matter experts, resources for delivery of data, infrastructure. Technical project tasks will be required during the course of the project and are the responsibility of each respective group.
6. PVDNet personnel will have access to key ISA and/or City/County subject matter experts (SME's) that can provide input, help in the development of deliverables and perform reviews.
7. PVDNet personnel will have access to ISA and/or City/County officials to provide direction and overcome roadblocks within three (3) business days.

8. ISA will provide the PVDNet Personnel with reasonable work areas, including desks, chairs, telephones, Internet access, the City of Indianapolis and Marion County LAN / WAN, and access to a fax machine, and copier as may be required, availability of a separate conference room for SME team facilitations and workshops, and access to facilities.
9. PVDNet personnel will be provided with security passes to gain admission to the City/County Building without having to pass through the security checkpoint.
10. ISA will be responsible for providing a secure environment to protect the hardware, software, documentation and other components associated with the project.
11. The work to be performed under this Statement of Work (SOW) will commence at the City/County and/or ISA location or at approved PVDNet locations as mutually agreed upon by PVDNet and ISA. ISA to provide the PVDNet personnel remote VPN access to the systems associated with the project to support work being conducted off-site.
12. The PVDNet primary point of contact for this engagement is the PVDNet Project Manager. ISA's project manager is a primary point of contact for the duration of the project.
13. All contract issues will be presented by ISA to the PVDNet Executive Director only.
14. All references to "on-site days" are eight (8) hour ISA workdays unless specifically noted and/or otherwise agreed.
15. ISA will identify technical team members and subject matter experts (SME's) from each department to participate in testing the solution in accordance with the project's plan and schedule. The ISA, NG or DAI technical team members dedicated to the project are well versed with current processes and procedures and are capable of making recommendations on proposed processes and are given the authority to do so. However only SME's can sign off on functional requirements, which will then be required to have sign off by the ISA Project Manager, Executive Sponsor and PVDNet Executive Director.
16. Administrator access through remote connections and on site when required to the application test and staging hardware will be granted to PVDNet at the beginning and throughout the life of the project.
17. Application of patches or fixes to any software other than what is identified in this SOW is outside PVDNet's scope of services.
18. ISA and/or NG are responsible for "touching" any desktops that require configuration changes or upgrades for the APEX sketch tool. PVDNet or APEX will provide the configuration documentation.
19. All hardware, software and WAN / broadband connections necessary to access PVDNet for remote usage, including assessor field use, is the responsibility of ISA/NG.
20. PVDNet understands that DAI will be responsible for providing data to a target database provided by PVDNet for converting data from the Legacy System(s).
21. PVDNet will provide end-user training. The PVDNet training sessions will also include train-the-trainers as participants.
22. All third-party software outside of any software being provided by PVDNet in connection with this SOW must be supported by the respective hardware and/or other

software manufacturers and vice-versa. If software and/or hardware are end-of-life and/or end-of-service, it will be considered out of scope for this project except for the replacement of Tidemark by Accela Automation.

23. Should any information necessary to facilitate the project completion not be available, PVDNet will work with ISA to add a Project Change Request to gather the information.
24. PVDNet assumes that ISA/NG will use only computer hardware that meets agreed upon PVDNet documented requirements for the test, staging or production servers.
25. Installation and/or upgrades of PVDNet software including any operating system and/or application software may require active workstations and/or servers to be removed from production for limited times, and in turn, disallow end user access during these periods. PVDNet will limit these times to the best of its ability to off-peak periods.
26. ISA and/or NG consents to PVDNet utilizing tools to complete the SOW. These tools may require components to be installed on ISA and/or NG computers and will be removed upon project completion.
27. ISA and/or NG will maintain a proactive tape backup procedure and will perform necessary backups of the environment prior to any changes within the environment occurring. PVDNet will take great care to maintain the integrity of ISA and/or NG's data. ISA, City County personnel and/or DAI are responsible for the integrity of the data once signed off of and in production use.
28. ISA and/or NG will provide PVDNet personnel with appropriate security permissions in order to perform all tasks within the SOW.
29. ISA and/or NG are responsible for the decommissioning of legacy servers and processes.
30. Any specific Federal, State or Local regulations that may affect the delivery or cost of the described services in this proposal and that the City/County is aware of, such as fees, licenses, certifications and inspections, should be revealed by the City/County, in writing, prior to accepting this contracted agreement.
31. Any desktop data or software required for the project will be placed in an ISA pre-determined and/or consistent location on all workstations or on a single central server. ISA is responsible for copying and restoring data stored in other locations.
32. ISA will be responsible for any Disaster Recovery for this project.
33. PVDNet assumes that the City/County Steering Committee will communicate all final approved communications plans to its constituents.
34. PVDNet assumes that ISA and/or NG will provide all administration of the Microsoft Infrastructure.
35. PVDNet assumes that ISA and/or NG will provide staff to perform on-site desktop deployments (desktops that require a physical touch).
36. PVDNet assumes that the City/County will assign department and/or site contacts that will identify, define and support, and play an active role to test the application and be available and be on-call during the times of delivery.
37. ISA and/or NG are responsible for providing needed Hard Disk space on all desktops, laptops, test and production servers as follows:
 - a. PVDNet
 1. None if Internet Explorer is already installed
 - b. Apex Sketch

1. Pentium 300 MZ or greater
 2. Windows 2000 or XP operating system
 3. 128 MB RAM
 4. SVGA Monitor – 1024 x 768
 5. Hard Disk – 80 MB
38. Changes may be made to PVDNet personnel and sub-contractors at any time to ensure that the project's goals and milestones are met in a timely fashion. However, City/County has the right to approve the changes to subcontractors and key personnel unless they quit or are dismissed for cause. Key PVDNet personnel are as follows:
- a. Curt Grasso
 - b. Greg Jordan
 - c. Eric Goodnight
 - d. Grant Goodnight
 - e. John Nicholson
 - f. Aaron Gold
 - g. John Stansell
39. When key ISA, DAI, and City/County resources are unavailable a backup contact will be designated to avoid project delays.
40. Any potential software deficiencies will be reported to the PVDNet project Manager within (3) business days so they may be addressed without impacting the project schedule.
41. All scope changes must be approved through the change control process.
42. Any information required from outside vendors or 3rd parties will be supplied in (3) business days.
43. The statement of work and Belcan proposal dated July 2005 will control criteria for acceptance of any software component where applicable.
44. Project Start Date will be December 1, 2006. Any delays will push back the proposed schedule accordingly.

5.2 PVDNet Standard Working Hours

Services will be performed between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, excluding PVDNet holidays, vacations, and sick days. PVDNet personnel may work outside these normal hours to maintain project schedule. Any on site work required outside of these normal hours will require approval from ISA. PVDNet Holidays are as follows:

- New Years (1)
- Memorial Day (1 day)
- Independence Day (1 day)
- Labor Day (1 day)
- Thanksgiving (2 days)
- Christmas (1 day)

6 Change Management Procedures

6.1 Changes to Statement of Work

PVDNet and ISA acknowledge that the scope of, or specific obligations of either party, under the Statement of Work may change during the Engagement. Either party may elect to submit Change Requests to the other party proposing changes to the Statement of Work or any Milestone Deliverables, or the specific obligations under the Statement of Work. It should be noted that PVDNet has agreed to not charge for change order except if the change was not described in the RFP, discussed during any work session or agreed to during the negotiations.

6.2 Change Request Procedure

Change Requests shall be submitted to the other party in writing to either the PVDNet Project Manager or the ISA Project Manager and set forth:

- The reason that the Change Request is outside the Scope of Work
- A sufficient level of detail to permit the other party to evaluate properly the Change Request

PVDNet shall evaluate the ramifications of the Change Request to determine whether the Change Request, in its reasonable judgment:

- Is technically feasible,
- Will have a material, adverse effect on the completion of the work.
- If the Change Request, as evaluated or modified by the parties, is acceptable to both parties, the parties shall each sign the agreed upon Change Request, which shall be appended to the Statement of Work. Agreed upon Change Requests shall be deemed to change the Statement of Work. It will impact the Scope, Schedule, and Budget of the project
- The appropriate timing of approvals for Change Requests will be three contiguous business (3) days. PVDNet may request an extension within the initial three contiguous (3) business days.

The Change Request and Impact analysis will be presented to ISA for review and approval. If the Change Request is acceptable to ISA, ISA shall issue a contract amendment authorizing the work and any additional costs associated with the implementation of the additional work. If the parties do not agree upon a Change Request, the content of any such Change Request shall not become a part of the services or materials delivered by PVDNet.

6.3 Approved Change Requests

There shall be no additional charges for PVDNet's evaluation of Change Requests unless

specifically stated and agreed to as part of the change request. Work performed pursuant to any approved Change Request shall be subject to the same testing and acceptance/rejection procedures as all other work performed under the PVDNet project plan. ISA shall compensate PVDNet, as agreed to in the Change Request, to perform the new work represented by any approved Change Request. The Change Request may be required to complete a specific deliverable and/or phase of this project. PVDNet understands that payment terms for the change will be identified in the change request.

Changes must be mutually approved by ISA, and PVDNet. PVDNet understands that work may need to stop before a change order is approved and work will then commence. If timelines will be affected by this, then PVDNet will advise ISA with estimates for the new schedules.

Pricing, hourly rates and costs for services provided for in the change request will be at the same rates as the initial rates established in this Statement of Work.

6.4 Change Approvers

All change orders will require approval by the following parties:

PVDNet:

- PVDNet Project Manager
- PVDNet Executive Director

ISA:

- ISA CFO
- ISA CIO
- ISA Programming Manager
- ISA Project Manager

Property Project Steering Committee:

- Executive Sponsor

6.5 Change Request Approval Form

The following "Change Request" form will be used to request and approve all project changes for the project herein described. This form will be used both in a printed and electronic form but must be printed, copied, signed and stored with original signatures.

Change Request / Approval Form

Request ID#	Change Title	Date	Requestor	Contact Tel #	Priority(H/M/L)

Requested Change - Project Description

Proposed Solution

Existing Product Potentially Affected	Current Version Number

Impact Analysis Conducted By		Date	Approved By	Date Approved
Name	Signature	Analysis Completed		

Impact of Making the Change

Effort Impact	Schedule Impact	Performance Impact
Documentation Impact	Capacity Impact	Support Impact
Financial Impact	Hardware/Software Impact	Other Impacts

Required Modifications	Modification to be Performed By

Accept / Reject Change

		Title	Name	Signature	Date
Accept	ISA	Project manager			
Reject					
Accept	ISA	ISA CIO			
Reject					
Accept	ISA	ISA CFO			
Reject					
Accept	C/C Steering Committee	Executive Sponsor			

		Title	Name	Signature	Date
Reject					
Accept	PVDNet	Project Manager			
Reject					
Accept	PVDNet	Project Executive Director			
Reject					

6.6 Dispute Resolution

If disputes arise during the project, whether with regard to functional, financial or other concerns, PVDNet believes that it is in both parties' interests to attempt to resolve the issue through progressive management involvement before entering into any formal proceedings. PVDNet and ISA shall make commercially reasonable efforts to arrange personal meetings or telephone conferences, as necessary, at mutually convenient times and places. These discussions will take place between each party at the following successive management levels, each of which shall have an allotted time as specified in the following table to attempt to resolve the dispute:

Level	PVDNet	ISA	Allotted Time
First			1 business day
Second			2 business days
Third			5 business days

If resolution is not achieved by negotiators at any given management level by the end of their allotted time, the allotted time for negotiations at the next management level, if any, shall begin.

7 Project Timeline and work plan

A detailed project plan has been designed and is made a part of this Statement of Work utilizing Microsoft's "Projects" software. The plan has been tailored to monitor and manage all of the tasks necessary, to complete the implementation of the new Property Management System for the City of Indianapolis and Marion County. The project plan includes necessary milestones, deliverables and the final anticipated completion date to manage measurable progress and to identify payment points throughout the project. It has also been designed to accommodate multiple check points for both the Client and the Vendor so the project can provide both management teams a clear understanding of the ongoing progress between milestone achievements.

7.1 Schedule of Payments

Milestone 1	Date	Assessor Component (52% of Net amount to allocate to milestones)		
30%	4/19/2007	User acceptance of version 3.1, rev 1 (id 416), test and production hardware recommendations	Upon completion	\$
9%	6/21/2007	Final data conversion 3.1, rev 1 (id 469)	Upon completion	\$
25%	1/4/2008	User acceptance 3.2, rev 1 (id 594)	Upon completion	\$
36%	7/18/2008	Final user acceptance of 3.2 rev 1 (certified product) (id 696)	Upon completion	\$

100%

Subtotal

Milestone 2	Date	Auditor Component (12% of Net amount to allocate to milestones)		
50%	10/19/2007	Initial User acceptance of version 3.2, rev 1 (id 824)	Upon completion	\$
50%	1/29/2008	Final user acceptance of 3.2 rev 1 (certified product) (id 933)	Upon completion	\$

100%

Subtotal

Milestone 3	Date	Treasurer Component (12% of Net amount to allocate to milestones)		
50%	10/19/2007	Initial User acceptance of version 3.2, rev 1 (id 1061)	Upon completion	\$
50%	1/29/2008	Final user acceptance of 3.2 rev 1 (certified product) (id 1173)	Upon completion	\$

100%

Subtotal

Milestone 4	Date	Interfaces (12% of Net amount to allocate to milestones)		
11%	9/20/2007	Cashiering (id 1342)	Upon completion	\$
12%	11/21/2007	Master address database (id 1508)	Upon completion	\$
11%	10/25/2007	Tidemark (id 1674)	Upon completion	\$
11%	9/25/2007	Income Works (id 1840)	Upon completion	\$
11%	9/20/2007	MIBOR (id 1998)	Upon completion	\$
10%	9/25/2007	Document management (id 2164)	Upon completion	\$
16%	2/8/2008	Online Forms (id 2671)	Upon completion	\$
16%	4/2/2008	GIS (id 2448)	Upon completion	\$

100%

Subtotal

Milestone 5	Date	Third Party Software (12% of Net amount to allocate to milestones)		
100%	na	Cashiering	Upon invoicing	\$

100%

Subtotal

Total Net amount to allocate to milestones

Milestone 6	Date	Final Project Acceptance (10% of Total Project Costs)		
100%	8/6/2008	Final Project Acceptance (id 2678)	Upon completion	\$

100%

Subtotal

Amount	Description
\$ 3,800,000	Total project costs
\$ 97,500	Upfront payment
\$ 1,281,000	Base monthly payments
\$ 380,000	Retainage for final project acceptance
\$ 2,041,500	Net amount to allocate to milestones

7.2 Notice to Proceed

ISA will provide a Letter of Notice to Proceed. This letter will serve as PVDNet's notice to proceed with the project. Notwithstanding Section 4 of the Agreement or anything to the contrary in the Project Documents, this Letter of Notice to Proceed ("Letter") will serve as the beginning of the Term of the Agreement and as PVDNet's notice to proceed with the project, all of which shall be dependant upon approval and proper appropriation by the City of Indianapolis and Marion County City-County Council ("City-County Council"). Once the Letter is received or the actual start date is announced by the Customer after receiving such approval from the City-County Council, the project dates will be updated to accommodate the shift in time associated with the contract completion process, in both the "project timeline" (which includes all tasks and major milestones) and within the body of the SOW where required. An agreed upon revised SOW and project timeline will be inserted into the contract document and will become the final guide for the project. The Licensor agrees the project timeline will not exceed the twenty-two month time frame negotiated.

8 Risk Management Plan

All projects require an evaluation and understanding of potential risks before the commencement of the work. By identifying and documenting the risk in this manner the management teams can mitigate the potential for delays, cost overruns and under achievement. PVDNet has identified and documented the top six risks we believe that face participants in this project and have provided that information below. This material coupled with the project plan will help maintain a focus on the required task, provide the tools to make sound technical and business decisions and provide a direction for project success.

Item	Risk	Priority	Effect	Probability	Impact	Triggers	Owner	Threshold	Action/Response	Budget	Contingency
1	DATA CONVERSION ISSUES	1	Data is inaccurate or is omitted	0.005	accuracy of AV and tax bills	missing/inaccurate data in target database and/or missing/inaccurate data in PVDNet database	ISA/DAI/NG/PVDNet	>1% discrepancy between target and PVDNet databases for data elements; >2% discrepancy between legacy and PVDNet for total AV and total taxes	Reconcile target to PVDNet databases; Process in parallel on legacy and PVDNet systems; Compare and reconcile CAMA AV's and tax calculations; Joint review of converted data by CC SME's, DAI and PVDNet prior to cutover to production		Identify issues and reload data
2	NOT MEETING PROJECT PLAN DEADLINES	2	Delay in installing PVDNet/3rd party applications	0.050	delay of key work outputs	Increase in work; task slippage; reassignment of resources to other projects; loss of key personnel	ISA/DAI/NG/PVDNet	>15 days overall project slippage without change order	Closely monitor project plan tasks; joint review of project activities/resources; obtain change order approval for delays in overall project timeline		Identify bottlenecks and adjust resources/tasks as necessary to adhere to project plan schedule; cross-train personnel to fill in as needed;
3	HARDWARE RELIABILITY/RESPONSIVENESS ISSUES	3	PVDNet/3rd party application downtime, timeouts, and/or latency	0.010	delay in users completing work and/or meeting schedules	power failures; act of God; hardware failures; volume of users; OS, PVDNet, or 3rd party updates	ISA/NG/PVDNet	<95% uptime for PVDNet/3rd party applications	Verify building hardware according to specifications provided; Perform load and stress tests; Test disaster recovery process by current personnel; Isolate PVDNet on server cluster to avoid application conflicts; Establish protocol for updating OS, hardware, and applications		Develop outage plan for hardware failures
4	PVDNET/3RD PARTY APPLICATIONS SECURITY BREACHES	4	Users gain access to non-authorized data	0.001	unauthorized use of confidential information	CC job changes; OS, PVDNet, 3rd party application updates; user role changes	ISA/NG/PVDNet	any incident that users have access to unauthorized information	Maintain proper administrative procedures to keep OS within the limits of applications; Limit access to SQL server system; Monitor and manage job changes/security privileges within CC; Establish installation/update protocol with CC; Establish protocol for all tasks within CC; Establish protocol for all tasks within CC; Establish protocol for all tasks within CC		Establish incident management team to quickly identify security breach and recommend corrective actions
5	PVDNET/3RD PARTY RELIABILITY	5	PVDNet/3rd party application downtime, timeouts, and/or latency	0.010	delay in users completing work; repair of data;	Releases of new code; updates to existing code; OS updates; SME testing prior to installation; purchase of new desktops/laptops	ISA/NG/PVDNet	when impact affects many users with no workaround	Establish internally within PVDNet a software testing and approval process; Establish a testing review process within CC environment to validate software installs/updates before en masse implementations;		Reassign resources to address issue in timely manner or roll back release/update
6	PVDNET APPLICATION RESPONSIVENESS	6	PVDNet/3rd party application downtime, timeouts, and/or latency	0.010	potential delay in users completing work; constraint for expanding application	volume of users; volume of transactions; updates; new releases; database changes;	ISA/PVDNet	Average response time > 1 sec for high volume transactions	Conduct load and stress test with test scripts and evaluate performance;		After load and stress test is complete, make necessary changes to application and/or database to address concerns

9 Communications Matrix

A Communications Matrix will be completed and delivered for ISA approval by a date to be mutually agreed upon by PVDNet and ISA.

10 Attachments

10.1 Attachment A - Certificate of Acceptance

CERTIFICATE OF ACCEPTANCE FORM

ISA Location:

Order or Agreement Number or Description of Services:

Agreement #:

The Undersigned and PVDNet Representative acknowledge the services described in the above-referenced order/agreement are completed as of the date indicated below:

Completion Date	
ISA Signature	
Name Typed or Printed	
Title	

PVDNet Representative	
Title	
Date	

(2 originals required)

Distribution: One original returned to PVDNet Project Manager and one original to ISA

10.2 Attachment B - RFP#05-6018 Response (See Exhibit III)

It is hereby stated that the Belcan/GUTS/PVDNet response to the City of Indianapolis and Marion County RFP#05-6018 dated July 25, 2005 is an attachment to this statement of work. This document contains information critical to the understanding and full requirements of the "Property System Replacement Project" by both the client (City of Indianapolis and Marion County) and the Vendor (Belcan/GUTS/PVDNet). Only items provided in writing during the subsequent negotiations (Best and Final Offer) to the RFP response and agreed to in writing by both City of Indianapolis/Marion County and the PVDNet Personnel will supersede items in the July 25, 2005 provided response.

10.3 Attachment C – Best and Final Offer (See Exhibit I)

It is hereby stated that the Belcan/GUTS/PVDNet "Best and Final Offer" dated May 4, 2006, and

revised in September of 2006, is an attachment to this statement of work. This document contains information critical to the understanding and full requirements of the "Property System Replacement Project" by both the client (City of Indianapolis and Marion County) and the Vendor (Belcan/GUTS/PVDNet). Only items provided in writing during the subsequent negotiations (Best and Final Offer) to the RFP response and agreed to in writing by both City of Indianapolis/Marion County and the PVDNet Personnel will supersede items in the July 25, 2005 provided response.